

**SERVICE, OFFICE AND CLERICAL
COLLECTIVE AGREEMENT**

BETWEEN

**HAMILTON HEALTH SCIENCES
(HEREINAFTER REFERRED TO AS THE "HOSPITAL")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 4800
(HEREINAFTER REFERRED TO AS THE "UNION")**

EXPIRES: SEPTEMBER 28, 2009

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ARTICLE 1 - PREAMBLE

1.01 – Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

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

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

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

2.01(b) -Temporary Vacancy

A temporary vacancy is a position that is open for a specific term, not to exceed six (6) months, to replace an employee who will be on an approved leave of absence such as pregnancy/parental leave, personal leave, WSIB disability, sick leave, or long-term disability. A temporary vacancy may also be a position that is available for a special non-recurring task for a finite length of time, not to exceed six (6) months in duration.

The term of a temporary vacancy may be extended beyond the original six (6) months on mutual agreement of the Union, 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.

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 – Incumbent Position

An employee shall be incumbent to only one (1) full-time or part-time position within the bargaining unit. It is understood that employees who are available to work in an alternate classification and/or department will have no incumbency to said classifications and/or departments over and above their

incumbent position. An employee's incumbent position will be the position that determines the terms and conditions of their employment. It is further understood that an employee holding such alternate position shall not be required to forfeit such alternate position by virtue of the operation of this provision.

2.04 - Employee Categories

(a) Full-Time Employee

A full-time employee is an employee regularly employed for twenty (20) hours or more per week.

(b) Regular Part-Time Employee

A regular part-time employee is an employee regularly employed for less than twenty (20) hours per week and who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular pre-determined basis and in respect to whom such predetermined scheduling occurs.

(c) Casual Employee

- i) A casual part-time employee is an employee employed on a relief or replacement basis and who is available for call-ins as circumstances demand.
- ii) It will be understood that if a casual part-time employee, when contacted by the Hospital, is not available for five (5) consecutive call-ins within said employee's department/unit, the employee shall lose all seniority and service and shall be deemed terminated. If a casual part-time employee is not available for a call-in within his department/unit due to already being called in to work in another department/unit within the Hospital, or is not available due to being on an approved leave of absence, it will be understood that such call-in to the employee's department/unit will not be included in the five (5) consecutive call-ins referred to above.

ARTICLE 3 – RELATIONSHIP

3.01- No Discrimination

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

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is

available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

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

5.03 - Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

5.04 - 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 from 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 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.

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.

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitrations. 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 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 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 Hospitals' 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 fulfil the duties of their position.

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his 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.

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

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

6.06 - Grievance Committee

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

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

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

arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 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, who may be accompanied by a steward, may submit a written grievance signed by the employee to his department designee. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to

discuss the grievance at a time and place suitable to both parties. The designate will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Human Resources designee. A meeting will then be held between the Hospital 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 further understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital may have such counsel and assistance as it 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.
- 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 Human Resources designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the

applicable provisions of this Article shall then apply with respect to the processing of such grievance.

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

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

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

7.07 (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, where 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.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 - ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

Any letter of reprimand, suspension or 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. The time on record of such letter of reprimand, suspension or sanction will be extended by any leave of absence in excess of ten (10) days.

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

9.02 - Definition of Seniority

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

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. It is understood that the twelve month period referred to above will be the first day of the first pay period in a calendar year to the last day of the last pay period in the same calendar year. "From (start date) of each calendar year to (end date) of the following year, a part-time employee cannot accrue more than one (1) year's seniority."

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 Effect of Absence

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

Unless otherwise provided in the collective agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- c) Notwithstanding these provisions, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.
- d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.
- e) Notwithstanding this provision seniority shall accrue for the duration of the absence if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance Period).
- f) A part-time employees shall accrue seniority for the duration of the absence and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the

basis of what the employee's normal regular hours of work would have been.

9.05 - Job Posting

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

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

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

The Hospital agrees that it shall post permanent vacant positions on bulletin boards and via the intranet/internet within 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 board and via the intranet/internet for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance

with the criteria for selection above, prior to considering persons who are not members of 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.

Temporary vacancies as defined in article 2.01(b) will be filled in accordance with Article 30k.

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 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a

period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

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

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) Reassignments will occur in reverse order of seniority, however, where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a lay off or bumping.
- 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

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 no later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

(ii) **Committee Composition**

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally.

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 lay-off, 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.

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

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage 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), (d) and (e) 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 before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

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

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

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

No full-time employee within the bargaining unit shall be laid off by reason of his/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 notice period provided for in Article 9.08.

9.10 - Benefits on Layoff

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

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of the insured benefit premium(s) up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

9.11 - Retraining

(a) Retraining for Positions within the Hospital

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

- i. Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies

outside of CUPE bargaining units may be offered by the Hospital in its discretion.

- ii. The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may, by mutual agreement, be waived.
- 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 the Hospital 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, s/he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- b) Where an employee resigns later than 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 affect, if any, upon employees concerned.

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

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

9.15 - Professional Responsibility - Scope of RPN Practice

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

9.16 Workloads

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

ARTICLE 10 – CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting Out

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

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

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

10.03 - Contracting In

Further to Article 9.08(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 the terms of this Agreement will not perform duties normally assigned to those employees who are

covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

11.02 - Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of May 24, 2001.

Effective May 24, 2001, the Hospital shall submit to the Union figures indicating the number of volunteers as of May 24, 2001. 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 four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

12.02 - Union Business

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

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

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

12.03(a) - Full-Time Position with the Union

(Article 12.03(a) applies to full-time employees only)

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

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

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

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

12.03(b) - Full-Time Position with the Union

(Article 12.03(b) applies to part-time employees only)

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

Seniority and service shall accrue at seven and one half (7 ½) hours per day to a maximum of thirty-seven and one half (37 ½) hours per week during such leave.

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

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

12.03(c) - Leave for OCHU President and Secretary-Treasurer

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

During such leave of absence seniority and service shall accrue at seven and one half (7 ½) hours per day to a maximum of thirty-seven and one half (37 ½) 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.

12.04 – Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of a 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, niece or nephew. 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, none the less, 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(a) - Jury & Witness Duty

(Article 12.05(a) applies to full-time employees only)

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

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

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

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

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

12.05(b) - Jury & Witness Duty

(Article 12.05(b) applies to part-time employees only)

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

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

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

12.06(a) - Pregnancy Leave

(Article 12.06(a) applies to full-time employees only)

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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

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.

- (v) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (vi) 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.
- (vii) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(b) - Pregnancy Leave

(Article 12.06(b) applies to part-time employees only)

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 23 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 unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly

hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave. In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (v) 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.
- (vi) 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 Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (vii) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(a) - Parental Leave

(Article 12.07(a) applies to full-time employees only)

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

- (ii) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (iii) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (iv) 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.
- (v) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (vi) 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 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three 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.

- (vii) 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.
- (viii) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (ix) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(b) - Parental Leave

(Article 12.07(b) applies to part-time employees only)

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

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

- (v) 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.

- (vi) 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 an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (vii) 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.

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

12.08 - Education Leave

- a) 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 upgrading course or seminar related to employment with the Hospital.

- b) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an education leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.
- c) For the purposes of clarification the words "as required by the Hospital" in the preceding paragraph shall be interpreted as a circumstance where the Hospital determines that there is a need to upgrade the current requirements of a position that would necessitate an employee, currently working in that position, to upgrade his/her qualifications.

12.09 - Pre-Paid Leave Plan

The Hospital agrees to 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. This 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 authorize the Hospital to make the

appropriate deductions from the employee's pay. Such agreement will include:

- i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

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

12.10 – Medical Care and Emergency Leave

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

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

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

- i) The employee's spouse.
- ii) A parent, step-parent or foster parent of the employee or the employee's spouse.
- iii) A child, step-child or foster child of the employee or the employee's spouse.

- iv) A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
- v) The spouse of a child of the employee.
- vi) The employee's brother or sister.
- vii) A relative of the employee who is dependent on the employee for care or assistance.

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

An employee is entitled to take a total of 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.

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 benefit 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 been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 13 – SICK LEAVE, INJURY & DISABILITY

13.01 – HOODIP

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

The following provision is effective July 1st, 2003, “the transfer date”.

- (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 (HOODIP or equivalent) Brochure, except as amended by 13.01 (e) below.

The Hospital will pay 100% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or equivalent plan as described in the August, 1992 booklet (Part B). For the purpose of transfer to the short and long term portions of HOODIP or equivalent plan, employees will be credited with their service as of the transfer date.

Any employee who is on sick leave or receiving LTD or WSIB benefits on the date of transfer will be deemed to have met all eligibility requirements under the short and long-term portions of HOODIP or equivalent plan following their first day of active work.

- (b) Effective the transfer date, all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void.
- (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 contain the unused sick leave days to the credit of the employee on the transfer date and shall be utilized to:
 - (i) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and
 - (ii) where, a pay-out provision existed under the former sick leave plan in the collective agreement, payout on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (iii) where, as of the effective date of transfer, 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.
 - (iv) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance

Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) Payment for the short-term portion of HOODIP or equivalent plan will be made on the following basis, with the provision that any absence of more than one half (1/2) day due to accident or illness will constitute an occasion:
 - (i) From the first (1st) day of absence for the first four (4) occasions of absence in a calendar year, and
 - (ii) From the second (2nd) day of absence for the fifth (5th) occasion in a calendar year, and
 - (iii) From the third (3rd) day of absence for the sixth (6th) occasion in a calendar year, and
 - (iv) From the fourth (4th) day of absence for the seventh (7th) and subsequent occasions in a calendar year.

For purposes of further clarification, an occasion may include more than one (1) absence if such absences are from the same cause or related cause of total disability and are separated by a period of less than three (3) weeks. The onus is on the employee to immediately establish upon his return to work, by way of medical documentation to the Director of the department, that any such absences are from the same cause or a related cause of total disability.

- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union. Copies of the current HOODIP Brochure will be made available to employees at the Human Resources Department and will be posted in the Union job posting glass enclosed bulletin boards.
- (h) The Hospital shall pay the full cost 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.

Note: Provisions 13.01(3) and 13.01(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on accumulating sick leave Plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.02 - Injury Pay

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

13.03 - Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

13.04 - Payment Pending Determination of WSIB Claims

(Article 13.04 applies to full-time employees only)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The regular work day for all employees shall be seven and one half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal period and the standard work week shall be thirty-seven and one-half (37 1/2) hours. Except in cases of emergency, the meal period shall be an uninterrupted period.

The hours of work are stated solely for the purpose of computing overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

Where employees are working a longer workday, the provisions set out in this Article governing regular hours of work on a workday shall be adjusted accordingly.

14.02(a) - Rest Periods (FT)

(Article 14.02(a) applies to full-time employees only)

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

14.02(b) - Rest Periods (PT)

(Article 14.02(b) applies to part-time employees only)

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

An employee who works in excess of seven and one-half hours per day or seventy-five hours in a two-week pay period, shall be paid at a rate of one and one-half times his regular straight-time hourly rate for

all hours worked in excess of seven and one half (7 ½) hours per day or in excess of seventy five (75) hours in a two (2) week pay period.

15.03 - Overtime Premium and No Pyramiding

- a) The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.
- b) Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty four (24) hour period, the employee will be compensated at double his or her straight time hourly rate for all additional contiguous overtime hours worked.
- c) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 - Time Off in Lieu of Overtime

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that work week.

15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees

scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

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

15.07 – Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars (\$3.00) per hour for all hours on standby.

Effective September 29, 2008, standby pay will increase to three dollars and twenty cents (\$3.20) per hour.

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

- (a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate in the higher salary range immediately above his current rate for all hours worked in the higher paying position.
- (b) Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

Effective September 29, 2006, employees shall be paid a shift premium of one-dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same one-dollar (\$1.00) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the Local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

(Article 16.01 applies 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 a 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

(Article 16.02 applies 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 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 the 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 Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

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

16.03(a) - Payment for Working on a Holiday

(Article 16.03(a) applies to full-time employees only)

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) 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 qualified in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

16.03(b) - Payment for Working on a Holiday

(Article 16.03(b) applies to part-time employees only)

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

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

16.04 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his 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(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

(Article 17.01(a) applies to full-time employees only)

Subject to any superior conditions:

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 thirteen (13) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed thirteen (13) 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 but less than twenty-eight (28) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

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

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(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment

(Article 17.01(b) applies to part-time employees only)

Subject to any superior conditions:

A part-time employee who has completed less than 3,450 hours of continuous service shall receive vacation pay of four (4) percent of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive vacation pay of six (6%) percent of gross earnings.

A part-time employee who has completed 8,625 hours but less than 22,425 hours of continuous service shall receive vacation pay of eight (8%) percent of gross earnings.

A part-time employee who has completed 22,425 hours but less than 37,950 hours of continuous service shall receive vacation pay of ten (10%) percent of gross earnings.

A part-time employee who has completed 37,950 hours of continuous service but less than 48,300 hours of continuous service shall receive vacation pay of twelve (12%) percent of gross earnings.

A part-time employee who has completed 48,300 hours of continuous service or more shall receive fourteen (14%) percent of gross earnings.

Progression on Vacation Schedule (Part-Time)

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.

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 (1-1/2) 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

(Article 17.03 applies to full-time employees only)

Where an employee's scheduled vacation is interrupted due to a 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 ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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

17.04 - Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$200.00 and an eye exam every 24 months and hearing aide allowance acquisition every 36 months.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time); effective November 1, 2001 dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 - Change of Carrier

(Article 18.02 applies to full-time employees only)

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03(a) – Pension

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

18.03(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).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two week's salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) week's salary.

Article 18.03 (c) – Voluntary Exit Option

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

- i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- ii) If insufficient employees in the department(s) affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees

than are required are interested, the Hospital will make its decision based on seniority.

- iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

18.04 - Benefits for Part-Time Employees

(Article 18.04 applies to part-time employees only)

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

18.05 - Union Education

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

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

ARTICLE 19 – HEALTH AND SAFETY

19.01 – Protective Footwear

The Hospital will provide eighty dollars (\$80.00) annually to each full-time employee and forty five dollars (\$45.00) annually to all regular part time employees who are required by the Hospital to wear safety footwear. Subject to the Hospital's approval, an additional eighty dollars (\$80.00) or forty-five dollars (\$45.00) respectively, may be provided an employee on an as needed basis.

ARTICLE 20 - COMPENSATION

20.01 (a) - Job Classification

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

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

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

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

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

20.01(b) - Job Descriptions

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

20.02 - Assignment of Duties From Another Classification

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

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

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

The regular straight time rates of pay are set out in Appendix hereto and form part of this Agreement.

20.05 - Progression on the Wage Grid

(Article 20.05 applies to part-time employees only)

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

ARTICLE 21 - 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, the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (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 22 - DURATION

22.01 – Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2009.

Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 - Central Bargaining

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

Dated at Hamilton, Ontario, this 23rd day of January, 2008.

FOR THE UNION

FOR THE HOSPITAL

ARTICLE 24 - SCOPE

All employees of the Hamilton Health Sciences Corporation employed in a service, office or clerical capacity save and except Supervisors, persons above the rank of Supervisor, professional medical staff, registered and graduate Nurses, Technologists/Technicians, Trades and Maintenance, Health Professionals other than Registered Practical Nurses and persons employed in Human Resources.

ARTICLE 25 - DEFINITIONS

“Shift” means consecutive working hours for an employee. The day, measured on a midnight to midnight basis, during which the majority of the hours of a shift are worked shall determine the calendar day to which that shift belongs.

ARTICLE 26 – MANAGERMENTS’ RIGHTS

- (a) Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by Management and remain exclusively and without limitation within the rights of Management.

- (b) Without limiting the generality of the foregoing, Management's rights include:
 - (i) The direction of the working forces, the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards of care and quality, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (ii) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Hospital.
- (c) In addition, Management's rights include:
 - i) The right to maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees and the right to discipline or dismiss employees for just cause.
 - ii) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay-off, recall and suspend employees and select employees for positions not covered by this Agreement.
 - iii) The exercise of any of these rights will not be inconsistent with the provisions of this Agreement.
 - iv) The Hospital agrees to treat their employees with justice and consideration.

ARTICLE 27 – UNION DUES

- (a) A check-off of bi-weekly Union dues will apply to an employee beginning with the pay period following that in which he

- commenced work. The amount of dues to be deducted shall be in accordance with the Union By-Laws and/or the constitution of the Canadian Union of Public Employees. It shall not extend to special assessments or levies of any kind.
- (b) All deductions made under the provision of Article (a) above, will be remitted bi-weekly to the proper authorized officials of the Local Union, together with a list of employees' names eligible for such deductions. In addition, subject to data processing restrictions, for each employee who has Union dues deducted, the Hospital will bi-weekly provide the Union with said employees' number of hours worked that are paid at the regular straight time hourly rate.
 - (c) The Union agrees:
 - (i) to refund to the Hospital any amounts paid to the Union in error, on account of the check-off provision.
 - (ii) that the Hospital is not liable for any dues inadvertently missed during any check-off.
 - (d) The Hospital agrees to provide the Union of the names, addresses and classifications of all new employees and also advise the Union of all layoffs, recalls and terminations.
 - (e) The Union agrees to save the Hospital harmless from all deductions made from an employee's pay as provided for under the above.

ARTICLE 28 - LABOUR MANAGEMENT, NEGOTIATION, GRIEVANCE REDEPLOYMENT COMMITTEES

(a) Labour Management

In reference to Article 6.02, there shall be up to six (6) union representatives on the Labour Management Committee.

(b) **Negotiations**

In reference to Article 6.03, there shall be up to seven (7) union representatives on the Local Bargaining Committee. It is understood the business and/or staff representative of the Union may attend negotiation meetings.

(c) **Grievance**

In reference to Article 6.06, there shall be up to six (6) union representatives on the Grievance Committee. It is understood that at step two (2) of the grievance procedure, the business and/or staff representative of the Union may attend grievance meetings.

(d) **Redeployment**

There shall be up to six (6) Union representatives on the Redeployment Committee. It is understood the business and/or staff representative may attend redeployment meetings.

ARTICLE 29 - UNION BUSINESS (ARTICLE 12.02); PRE-PAID LEAVE PLAN (ARTICLE 12.09)

(a) Union Business

- (i) For purposes of Article 12.02, the number of employees that may be absent at any one time within a department will not exceed two (2) in any one (1) classification up to a total of ten (10) within the Hospital at any one time. The Hospital at its discretion may increase the number of employees that may be absent at any one time.
- (ii) On a monthly basis, the Hospital will submit to the Union an invoice including the dates of the leaves of absence, the names of the employees granted the leaves of absences and the total amount of monies owing the Hospital by the Union for the leaves of absence. Monies owing the Hospital will include the

regular rate of pay paid to the employee during the leaves of absence plus twenty (20) percent.

(b) Pre-Paid Leave Plan

For purposes of Article 12.09(c), the number of employees that may be absent at any one time within a department will not exceed two (2) from different classifications, up to a total of twenty (20) within the Hospital. It is understood that at the discretion of the Hospital, the number of employees that may be absent at any one time may be expanded.

ARTICLE 30 – SCHEDULING

(a) Time Changes

An employee shall be paid at his basic hourly rate according to hours worked when the time changes from Daylight Saving Time to Eastern Standard Time and vice versa.

(b) Posted Schedule

A departments' schedule of working hours will be posted in a prominent location at least four (4) weeks in advance of the week to which they apply. Upon written request from the Union President to the Manger of Labour Relations, a copy of such posted schedule will be provided.

(c) Hours Between Shifts

A period of sixteen (16) consecutive hours off shall be scheduled between change of shift. If an employee is required to report on a second (2nd) shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid at over-time rates (i.e. time and one-half his basic hourly rate) for the period worked before the sixteen hour time allowed for shift change has expired. This provision shall not apply where:

- (i) there is mutual agreement between the Hospital and the employee to schedule less than sixteen (16) consecutive hours between change of shift, or
- (ii) an employee exchanges shifts with another employee and works less than sixteen (16) consecutive hours between change of shift.

(d) **Schedule Change**

(Applies to full-time employees only)

The shift schedule mentioned in Article 30 (b) above, once posted, shall not be changed without the employee being advised; such advice to be confirmed in writing. Where seven (7) calendar days' notice of such change is not given to the employee, he shall receive time and one half his basic rate for the hours worked on the new schedule which differ from his originally scheduled hours. This provision shall not apply where any change in schedule arises from;

- (i) the appointment of an employee to a permanent vacancy, or
- (ii) any change in schedule requested by an employee, or
- (iii) any change in schedule resulting from the accommodation of an employee on a modified work program.

(e) **Weekends**

(Applies to full-time employees only)

At least one (1) weekend in three (3) shall be scheduled. An employee shall be paid time and one half (1 1/2) his straight-time hourly rate should such employee be required to work on a third consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or

- ii) such employee has requested weekend work, or
- iii) such weekend is worked as a result of an exchange of shift(s) with another employee.

(f) **Consecutive Days**

No employee shall be normally scheduled to work more than seven (7) consecutive days in a row and the hospital will make every effort to keep split days off to a minimum.

(g) **Shift Distribution**

(Applies to full-time employees only)

The department will endeavour to equally distribute shifts to each employee who normally rotates through two (2) or more shifts within the area in which the employee works.

(h) **Schedule Change**

(Applies to part-time employees only)

The posted schedule referred to in (b) above, shall not be changed without an employee being advised in person or by the department attempting to contact an employee by telephone. Where an employee is not advised within three (3) calendar days of such change, the employee shall receive time and one half (1½) his regular straight time hourly rate for the hours worked on the new schedule which differ from his originally scheduled hours. This provision shall not apply where any change in schedule arises from:

- i) the appointment of an employee to a permanent vacancy, or
- ii) any change in schedule requested by an employee, or
- iii) any change in schedule resulting from the accommodation of an employee on a modified work program.

(i) **Weekends**

(Applies to part-time employees only)

At least one (1) weekend off in four (4) shall be scheduled and more frequently where possible. Should an employee be required to work a fourth (4th) consecutive weekend, he shall be paid at overtime rates (i.e. time and one half (1½) his basic hourly rate) on the fourth (4th) consecutive and subsequent consecutive weekend worked. This provision shall not apply where:

- i) such week-end has been worked by the employee to satisfy specific days off requested by such employee, or
- ii) such employee has requested weekend work, or
- iii) such weekend is worked as a result of an exchange of shift(s) with another employee.

(j) **Assignment of Extra Shifts**

An extra shift shall mean a shift resulting from an incumbent to a posted permanent position being absent from their scheduled shift to work said position.

A full-time and regular part-time employee may indicate in writing their desire to be considered for extra shifts within their incumbent classification, department and site. A list of full-time and regular part-time employees who indicate said desire, will be retained by the department. Where a department list is originally established, it shall be established by seniority. An employee indicating a desire to be added to the list, will be added to the bottom of the list. An employee may indicate in writing their desire to be removed from the list. Upon request by the employee, the list will be made available for review.

In order of appearance on the list, an extra shift within a department will be offered to the employee able to meet the normal requirements of the position that relate to the extra shift

and in circumstances where no overtime or premium payment(s) may result. It would be understood an employee already assigned/scheduled to work during the extra shift, will not be offered the extra shift. If an employee accepts or refuses an extra shift, a subsequent extra shift will be offered to the next employee on the list in the same manner as described above. If no employees on the list are eligible for the extra shift, the extra shift will next be offered in a fair and equitable manner to casual part-time employees within the department and site.

(k) **Assignment of Temporary 2.01 Vacancies**

A full-time or regular part-time employee may indicate in writing their desire to be considered for temporary 2.01 vacancies within their incumbent department and site. A departmental list of full-time and a departmental list of regular part-time employees who indicated said desire, will be retained by the department. Where a department list is originally established, it shall be established by seniority. An employee indicating a desire to be added to a list, will be added to the bottom of their respective list. An employee may indicate in writing their desire to be removed from a list. Upon request by the employee, the list will be made available for review.

In a department, full-time temporary 2.01 vacancies will be offered full-time employees able to meet the normal requirements of the full-time temporary 2.01 vacancy in order of appearance on the full-time list. If a full-time employee accepts or refuses or has already been assigned a full-time temporary 2.01 vacancy, a subsequent full-time temporary 2.01 vacancy will be offered to the next employee on the full-time list able to meet the normal requirements of the full-time temporary 2.01 vacancy and so on. If all employees on the full-time list refuse or have been assigned a full-time temporary 2.01 vacancy, then said vacancy will be offered to those employees on the regular part-time list in the same manner as described above for full-time employees.

Similarly, in a department, part-time temporary 2.01 vacancies will be offered to regular part-time employees able to meet the normal requirements of the regular part-time temporary 2.01 vacancy in order of appearance on the regular part-time list. If a regular part-time employee accepts, or refuses, or has already been assigned a regular part-time or full-time temporary 2.01 vacancy, a subsequent regular part-time temporary 2.01 vacancy will be offered to the next employee on the regular part-time list able to meet the normal requirements of the regular part-time temporary 2.01 vacancy and so on. Where a department list is originally established, it shall be established by seniority.

(I) **Twelve Hour Extended Tours**

1. Extended tours shall be introduced into any unit when:
 - i) the Hospital agrees to implement the extended tour in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner, and
 - ii) sixty-six and two-thirds percent (66 2/3%) of the part-time and full-time employees in such unit so indicate by secret ballot.
2. An extended tour may be discontinued in any unit:
 - (i) by the Hospital because of:
 - a) adverse effect on patient care, or
 - b) inability to provide a workable staffing schedule, or
 - c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intentions to discontinue the extended tour in such unit, or
 - (ii) when sixty-six and two-thirds (66 2/3%) of the part-time and full-time employees in such unit so indicate by secret ballot.

3. The secret ballot referred in 1 ii) and 2 ii) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
4. Either party upon giving sixty (60) calendar days written notice to the other party may terminate any extended tour.
5. A weekend is defined as a minimum of fifty-six (56) consecutive hours scheduled off work beginning no later than 24:00 hours Friday.
6. The normal daily extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes.
7. Subject to the exigencies of the designated unit, employees shall be entitled to paid relief periods during the tour to a total of forty-five (45) minutes.
8. The scheduling of the unpaid meal time and relief periods shall be determined and assigned by Supervision.
9. An employee shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If an employee is required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without aforesaid consent, she shall be paid premium pay in accordance with Article 15.03 of the Collective Agreement for every consecutive hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid under Article 15 of the Collective Agreement will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.
10. At least one weekend off in two (2) shall be scheduled and more frequently where possible. An employee will receive premium payment, in accordance with Article 15.03 of the Collective Agreement, for all hours worked on the second

consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where:

- a) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
- b) such employee has requested weekend work, or
- c) such weekend has been worked as the result of an exchange of shifts with another employee.

The schedule indicated above is the schedule referred to under Article 30 of the Collective Agreement.

- 11. The scheduling requirements embodied in Articles 14, 15 and 31 of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.
- 12. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the employee shall be paid premium payment in accordance with Article 15.03 of the Collective Agreement for the entire tour worked. Such shall not apply where the Hospital and the employee mutually agreed not to schedule twelve (12) hours off between tours of duty. The schedule indicated above, is the schedule referred to under Article 30 of the Collective Agreement.
- 13. Employees shall receive twelve (12) Recognized Holidays to consist of seven and one-half (7.5) hours each.

(m) **Extended Tours - Ten (10) Hours**

- 1. Extended tours shall be introduced into any unit when:
 - i) the Hospital agrees to implement the extended tour in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner, and

- ii) sixty-six and two-thirds percent (66 2/3%) of the part-time and full-time employees in such unit so indicate by secret ballot.
2. An extended tour may be discontinued in any unit:
- i) by the Hospital because of:
 - (a) adverse effect on patient care, or
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are either unreasonable nor arbitrary, states its intentions to discontinue the extended tour in such unit, or
 - ii) when sixty-six and two-thirds (66 2/3%) of the part-time and full-time employees in such unit so indicate by secret ballot.
3. The secret ballot referred in 1 ii) and 2 ii) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
4. Either party upon giving sixty (60) calendar days written notice to the other party may terminate any extended tour.
5. A weekend is defined as a minimum of fifty-six (56) consecutive hours scheduled off work beginning no later than 24:00 hours Friday.
6. The normal daily extended tour shall be 9.375 consecutive hours in any twenty-four (24 hour period), exclusive of a total of thirty-seven and one half (37 1/2) minutes of unpaid meal time.
7. Subject to the exigencies of the designated unit, employees shall be entitled to paid relief periods during the tour to a total of thirty-seven and one-half (37 1/2) minutes.
8. The scheduling of the unpaid meal time and relief periods shall be determined and assigned by Supervision.
9. An employee shall not be required to work consecutive tours totalling more than thirty-seven and one-half (37.5) hours and

thirty (30) minutes without written mutual consent. If an employee is required to work consecutive tours totalling more than thirty-seven and one-half (37.5) hours and thirty (30) minutes without aforesaid consent, she shall be paid premium pay in accordance with Article 15.03 of the Collective Agreement for every consecutive hour worked in excess of thirty-seven and one-half (37.5) and thirty (30) minutes. It is understood that any hours paid under Article 15 of the Collective Agreement will be excluded in the calculation of the thirty-seven and one-half (37.5) hours and thirty (30) minutes.

10. At least one weekend off in two (2) shall be scheduled and more frequently where possible. An employee will receive premium payment, in accordance with Article 15.03 of the Collective Agreement, for all hours worked on the second consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where:
 - a. such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
 - b. such employee has requested weekend work, or
 - c. such weekend has been worked as the result of an exchange of shifts with another employee.

The schedule indicated above is the schedule referred to under Article 30 of the Collective Agreement.

11. The scheduling requirements embodied in Articles 14, 15 and 31 of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.
12. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the employee shall be paid premium payment in accordance with Article 15.03 of the Collective Agreement for the entire tour worked. Such shall not apply where the Hospital and the employee mutually agreed not to

schedule twelve (12) hours off between tours of duty. The schedule indicated above, is the schedule referred to under Article 30 of the Collective Agreement.

Employees shall receive twelve (12) Recognized Holidays to consist of seven and one-half (7.5) hours each.

ARTICLE 31 - ALLOWANCES

(a) Meal Allowance

An employee who is required to work two (2) or more hours immediately following his scheduled shift, will receive an eight dollar (\$8.00) meal allowance and be provided up to a forty-five (45) minute unpaid meal period.

(b) Mileage Allowance

Should an employee be directed to report to duty, under the terms of Article I5.06, he shall be provided with transportation by taxi from and to his home at the Hospitals' expense or car mileage allowance as established by Hospital policy as may be amended from time to time.

(c) Uniform Allowance

Where uniforms are required to be worn, but are not supplied, a full-time employee will be reimbursed in the amount of eight dollars (\$8.00) per month, with a pro-rated amount for a regular part-time employee.

ARTICLE 32 – HOLIDAYS

- (a) With reference to Article 16.01, the following are recognized as Holidays:

New Year's Day	Civic Holiday (1st Monday in August)
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

Articles b), c), d) and e) applies to full-time employees only)

- b) In reference to article 16.03 a) a holiday shall commence at 24:00 hours on the calendar day prior to the paid holiday and end at 24:00 hours on the said holiday.
- c) In reference to articles 16.02 and 16.03, it will be understood to be eligible for a lieu day, the majority of the hours worked on the scheduled shift must fall on the holiday.
- d) In reference to Articles 16.02, 16.03 and 32 c) an employee eligible for a lieu day may elect to:
- (i) be compensated for said lieu day at his regular straight time hourly rate, or
 - (ii) take such day off at his regular straight time hourly rate within the period of one (1) month prior to, or one (1) month after the date of the paid holiday. It is understood the employee and the department will attempt to mutually agree upon the scheduling of such a day. If the employee and the department are unable to agree upon the scheduling of such a day, the day will be scheduled by the department.
 - (iii) It is understood the election referred to in (i) and (ii) above must be made in writing for all paid holidays in the calendar year on or before December 31st of the

preceding year

- e) An employee on leave of absence without pay will not be paid for a recognized holiday or holidays which occur during his leave.

(Article (f) applies to part-time employees only)

- (f) In reference to Article 16.03 (b), a holiday shall commence at 24.00 hours on the calendar day prior to the holiday and end at 24.00 hours on said holiday

(g) **Schedule**

- (i) An employee will not have his schedule changed with the obvious purpose of depriving him of a holiday.
- (ii) If an employee's schedule would normally require him to work a recognized holiday and on such recognized holiday the employee's job is required to be performed on the employee's normally scheduled shift within his department, the employee may indicate to his Supervisor, prior to the schedule being posted, that he wishes to work the recognized holiday. Supervision will then endeavour to schedule such employee to work his normally scheduled shift on such recognized holiday.

(h) **Christmas, New Years**

1. The department will schedule an employee to Christmas day or New Years' day off.
2. Notwithstanding (1) above, if an employee so requests, the department will endeavour to schedule an employee up to three (3) consecutive days off at either Christmas or New Years. Said consecutive days off will include either Christmas or New Years day respectively. It would be understood that in endeavouring to schedule an employee up to three (3) consecutive days off at either Christmas or New

Years, any scheduling restrictions and/or overtime or premium payments will be waived.

(i) **Casual Part-Time**

It is understood Article (g) and (h) above, does not apply to a casual part-time employee.

ARTICLE 33 - VACATIONS

(a) **Quota**

Vacation quotas related to a vacation schedule shall be determined by the Hospital and shall not be unreasonably restrictive.

(b) **Scheduling**

- (i) By November 1st of the previous calendar year, an employee will request in writing vacation preferences for the subsequent vacation year, January 1st to December 31st inclusive.
- (ii) The Unit Vacation schedule, for the period of January 1st to December 31st of the subsequent vacation year, will be posted on or before December 1st of the previous year.
- (iii) Vacations shall be taken at the discretion of the department. It is understood vacation preferences will not be unreasonably denied and shall be allotted on a fair basis.
- (iv) The Hospital will endeavour to ensure that an employee requesting vacation between June 15 and September 15, Christmas, New Year's, and March Break of the same calendar year, will receive at least two (2) weeks of vacation.

- (v) If following the posting of the approved vacations per (ii) above, should there remain opportunity to schedule additional vacation during the period of June 15 to September 15, an employee may request in writing to schedule any outstanding vacation to this period. It is understood that said requests must be made by January 1 of the vacation year and will be scheduled on a first come first service basis.
- (vi) Following a department posting its' vacation schedule per (ii) above, an employee who wishes to exchange a vacation period with another employee shall make such a request in writing to the department. It is understood the department shall not unreasonably deny any request
- (vii) At the written request of a full-time employee, such employee may carry forward up to seventy-five (75) hours of earned vacation for purposes of the following calendar years' vacation schedule.

(c) **Copy of Vacation Schedule**

Upon written request from the Local Union President to the Manager of Labour Relations, a copy of a department's vacation schedule will be provided.

(d) **Holiday on Vacation**

When a recognized holiday falls during an employees' scheduled vacation, the employee may elect to receive an additional day's pay at his basic rate in lieu of the holiday. Failing such election, he shall be entitled to an additional day of vacation at a time to be arranged between the employee and his department.

(e) **Vacation Pay**

(Applies to part-time employees only)

In reference to Article 17.01 (b), vacation pay will be paid on the nearest pay date to March 1st of the current year.

(f) **Terminated Employee**

Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

ARTICLE 34 - HEALTH AND SAFETY

(a) **Joint Occupational Health and Safety Committee**

- (i) 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.
- (ii) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of each Hospital sites' Joint Occupational Health & Safety Committee at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.
- (iii) 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.
- (iv) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (v) Meetings shall be held every month or more frequently at the call of the Chair if required. The Committee shall

maintain minutes of all meetings and make same available for review.

- (vi) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee 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.
- (vii) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and of practices.

(b) **Violence in the Workplace**

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee. The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review. The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

(c) **Pregnant Employees**

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.

(d) **High Risk Vaccine**

Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B or the employee has had a needle stick, the Hospital will provide, at no cost to the employee(s), a Hepatitis B vaccine to the employee, the employee's spouse and their children.

(e) **Modified Work**

- (j) The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work-related injury.
- (ii) The Hospital agrees to provide the employee with a copy of W.S.I.B. Form 7 at the same time it is sent to the W.S.I.B.
- (iii) 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 the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

ARTICLE 35 - MISCELLANEOUS

(a) **Steward Committee List**

In January and July of each year, the Union will provide the Employee Relations with an up-to-date list of Union officers, stewards and committee members. Furthermore, the Union will notify the Employee Relations of any revision(s) to said listing.

(b) **Seniority Lists**

The Hospital agrees to provide the Union with a seniority list in January and July of each year, such lists to include the employee's name, status, classification, seniority hours and

subject to data processing restrictions seniority date and subject to below, the employee's address and/or telephone number. It is understood that if an employee does not wish the Hospital to provide the Union with their address and/or telephone number, said employee may inform the Human Resources Department of their wish and such will not be provided the Union. Questions regarding the accuracy of a seniority list may be referred to the Human Resources Department.

(c) **Bulletin Board**

At each Hospital site, in a location mutually agreed to by the Union and the Hospital, the Hospital will provide a bulletin board in a locked glass covered case for use of the Union.

(d) **Printing of Collective Agreement**

The parties will share equally the costs of printing in booklet form sufficient copies of this Collective Agreement. The Hospital agrees to provide each bargaining unit member with a copy of the Collective Agreement and provide the Union with half of the remaining printed edition.

(e) **Membership Meetings**

The Union may hold monthly membership meetings on Hospital premises providing permission has been first obtained from the Hospital.

(f) **Written Policies**

For the purposes of clarification concerning a specific written policy which affects employees within the C.U.P.E. bargaining unit, the President of the Union may request in writing a copy of said policy from the Human Resources Department. In addition, a copy of any new or amended Human Resources written policy that directly affects employees within the bargaining unit, will be provided the Union President.

(g) **Benefits Direct Payment Card**

The Hospital will provide all full-time employees with a Direct Payment card for the purposes of accessing benefits under Article 18.01.

(h) **Job Description**

An employee requesting a copy of his job description from his Supervisor will be provided with such within five (5) working days from the date of such request.

(i) **Union Parking Expenses**

The Union will identify to the Hospital up to seven (7) Union committee members who pay for parking at their respective sites. The Hospital agrees to provide these Union committee members with free access to the General, Henderson and Chedoke sites.

(j) **E-Mail Access**

HHS will provide access for the Union to the HHS Server for a website and Executive e-mail accounts.

ARTICLE 36 – ACCUMULATION OF SENIORITY AND SERVICE FOR FULL-TIME EMPLOYEES WORKING LESS THAN 37.5 HOURS

- (a) An employee who is regularly employed in a posted position for less than thirty-seven and one-half (37.5) hours per week, will accumulate seniority and service on the basis of one (1) year's seniority and service for each 1725 regular hours paid in the bargaining unit as of the last date of hire.
- (b) An employee's seniority and service will be retained by an employee in the event an employee is transferred from a posted position in which the employee has been regularly employed for less than thirty-seven and one-half (37.5) hours

per week to a posted position with full time hours (thirty-seven and one-half (37.5) or vice versa. An employee whose status is changed from a posted position with full time hours (thirty-seven and one-half (37.5) to a posted position in which the employee will be regularly employed for less than thirty-seven and one-half (37.5) hours per week, will receive credit for his full seniority and service on the basis of 1725 regular hours paid for each year of seniority or service. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- (c) An employee regularly employed in a posted position for less than thirty-seven and one-half (37.5) hours per week, will progress within his job classification from one step in the pay scales to the next after 1725 regular hours paid in the bargaining unit.
- (d) An employee who is regularly employed in a posted position for less than thirty-seven and one-half (37.5) hours per week, and due to other provisions in the Collective Agreement is entitled to receive credit for seniority and or service during an absence from work, such seniority and or service shall be calculated by reviewing the employees' regular hour paid over the twenty (20) week period prior to the employees' absence from work and determining the average regular hours paid per week which will then be applied toward such credit entitlement to seniority and or service while the employee is absent from work.
- (e) It is understood that regular hours paid, referred to in (a), (b), (c) and (d) above, will only include hours paid at the regular straight time hourly rate and will not include any hours worked paid at overtime and or premium rates.
- (f) It is understood that an employee who is regularly employed in a posted position for twenty (20) hours or more per week must join the insurance plans in effect.

WORKLOAD REVIEW FORM

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit

Type of Work Being Performed

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

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

To correct this problem, I/We recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

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

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

LETTER OF AGREEMENT – 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 regarding the utilization of RPN skills. The task force will:

- Meet within 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 to 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.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF AGREEMENT – TRAINING OPPORTUNITIES

The parties have agreed, that subject to the conditions noted below, in order to provide employees training opportunities and thus enhance promotional opportunities, the following may apply:

1. An employee interested in being considered to be trained on a particular position may indicate such interest by writing a letter to the Manager of the department in which the position is located. The employee will send a copy of such letter to the Human Resources Department.
2. If the Manager of the department determines there is a need to train an employee on a particular position within the department and the employee making such written request possesses the basic requirement / qualifications to be considered to be trained on such position, and the Manager of the department determines the department can accommodate such training, then at the sole discretion of the Manager of the department, a training opportunity may be offered to such employee by the Manager of the department. The Manager will be responsible to set-up a training program for the employee.
3. Such training will be scheduled by the Manager of the department on the employee's own time.
4. The Hospital agrees that it will not use an employee being trained to replace the regularly scheduled hours of a bargaining unit employee.
5. It is further understood that effective the day of the written notice by either the Hospital or the Union, this Letter of Agreement may be declared null and void.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF AGREEMENT – SCHEDULING COMMITTEE

1. A joint scheduling committee will be established between the parties. The number of representatives appointed to such a committee will not be more than five (5) representatives from the Hospital and five (5) representatives from the part-time and full-time bargaining units.
2. The Hospital, upon written request from the Union, will provide the Union copies of posted schedules from a specific area or department and the shift coverage that is required to be worked within that specific area or department.
3. The Union may request the scheduling committee to meet in order to discuss a proposed schedule for a particular department. Prior to the meeting being scheduled by the Hospital, the Union will provide the Hospital with the proposed schedule. It is understood that such a proposed schedule may include a schedule for employees to work a Monday to Friday schedule. It is further understood that unless agreed to by the Hospital, the maximum number of scheduling meetings will be four (4) in any one (1) calendar year.
4. The scheduling committee will discuss the proposed schedule. If such proposed schedule is impractical, the Hospital will provide the Union scheduling committee with any reason(s) why such proposal is impractical.
5. If the Hospital agrees with the Union's proposed schedule, a vote will be taken by secret ballot within the affected area. Prior to such a vote being taken, the Union will be given opportunity to present the proposed schedule to the employees in the affected area. It is understood that in order for the Union's proposed schedule to be implemented, there must be a vote where at least two-thirds of the affected area agree with the proposed schedule.
6. Members of the scheduling committee will be permitted to attend scheduling committee meetings without loss of pay.

7. It is understood that if a schedule is agreed to by the Hospital and subsequently implemented in accordance with the above, that the Hospital has the undisputed right, at its' sole discretion, to revise amend and/or change the schedule as per article 26 of the Collective Agreement.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF AGREEMENT – ORIENTATION PROGRAM

In reference to Article 5.03, the Hospital will provide the President of CUPE Local 4800 letters indicating the dates and times of the regular orientation meetings conducted for CUPE bargaining unit members.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF AGREEMENT – JOB POSTINGS

For purposes of posting job vacancies, glass enclosed bulletin boards will be erected at a central location within each Hospital site.

It is understood that an employee, upon request to the Human Resources Department, will be supplied with a copy of a job posting. The Hospital will post a notice in each glass enclosed bulletin board informing employees of the opportunity to be supplied with a copy of a job posting.

It is the Hospital's goal to supplant Physical job postings with electronic postings.

It is the Union's concern that there are significant barriers to employee access to electronic postings, including literacy and the availability of electronic portals.

The Hospital and the Union agree to meet during the term of the collective agreement to discuss increased employee use of electronic access to job postings and to attempt to reconcile these concerns.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING – ARTICLE 9.05

Recognizing the intent of Article 9.05 to ensure vacant positions are posted in a timely manner, and recognizing that the Hospital's internal approval process may, from time to time, delay the posting of vacant positions beyond the 30 days stipulated in Article 9.05.

The Parties acknowledge that should such a delay occur, the Hospital will immediately notify the Union of the delay and will post the vacant position as soon as possible after approval is obtained, but in any case the posting of the vacant position shall not be delayed beyond six (6) weeks from the date of the approval.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING
Article 34 (e) Health and Safety (modified work)

The Parties agree to refer the issue Return to Work to Labour Management Committee with the expectation of reviewing the practice and developing a protocol for Return to Work.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING CUSTOMER SUPPORT SERVICES SCHEDULING

Scheduling

The Hospital and the Union agree that effective on or about January 15, 2006, employees currently working a 7-day rotation in Customer Support Services will move to a new schedule providing the following rules are met:

- (i) employees will work no more than 5 days in a row
- (ii) the schedule will allow for split days off during the week for employees
- (iii) full-time employees will be scheduled off work at least one full weekend in 3, regular part-time employees will be scheduled at least one full weekend in 4
- (iv) there will be no increase in total hours worked and no additional financial costs to the Hospital as a result of this schedule change
- (v) there shall be no grievances or penalties payable resulting from the changeover as agreed to by the scheduling committee

The parties agree that in order to effect this schedule change, it may be necessary to add or eliminate positions; although in total, the number of paid hours will not increase or decrease as a result of this schedule change.

The parties agree to immediately convene a scheduling committee composed of 5 representatives of the union and 5 of the hospital, which will be tasked with agreeing on the details of the new

schedules. If the scheduling committee agrees, the new schedules will be implemented earlier than January 15, 2006.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING - 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 the 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 Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

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

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospital:

For the Union:

LETTER OF AGREEMENT – GRIEVANCE MEETINGS

It is understood between the parties that grievance meetings attended by the members of the Management Grievance Committee and members of the Union Grievance Committee will be regularly scheduled at least twice per month at a time mutually agreeable to the Hospital and the Union.

Notwithstanding the above, the parties recognize there may be a need to schedule additional grievance meetings or revise the above scheduled dates and time. In such cases, either party may request additional grievance meetings and such meetings will be rescheduled at a time mutually agreed upon by the parties.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

Letter of Agreement
Extended Tour Schedule Four On, Five Off

The parties agree in addition to the language contained in the collective agreement pertaining to Extended Tours, the parties agree that when a Four on, Five off schedule is implemented the following will apply:

1. The Employer shall provide at least thirty (30%) percent of the weekends free in a given year. The aforementioned shall not be construed to be a maximum.
2. The Employer will endeavour, where possible, to schedule more weekends off.
3. The Hospital will schedule an additional 45 hours within a calendar year for those employees who's normal work schedule over said calendar year would not provide opportunity to work 1950 hours.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

Letter of Understanding - Influenza Vaccination

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

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

- f) vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- g) This letter shall be interpreted in a manner consistent with the Ontario Human Rights code.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

Letter of Understanding - Voluntary Part-time Benefits

The Employer agrees to provide a voluntary Health and Welfare benefit program to part time employees. It is understood and agreed that the part time employees participating in such benefit plans will assume the premiums associated with the benefit coverage.

Payment is made directly to the benefit provider in a manner prescribed by the provider. It is understood that any transaction would be dated the first of each and every month.

When the provider notifies the Hospital of benefit premium changes, such changes will be communicated to the union.

Note: Part-time voluntary Health and Welfare benefits are not arbitrable in local negotiations.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

Letter of Understanding - Local Health Integration Networks)

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

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

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING - Article 18.01 – Extended Health Care Benefits Plan

The parties agree that the following adjustments will be made to the existing Extended Health Care Benefits Plan in addition to those negotiated in the contract ending September 28, 2009:

1. Services of a Chiropractor subject to reasonable and customary application by the carrier to a maximum of three-hundred (\$300) dollars per year.
2. Services of a Registered Massage Therapist at seven-dollars per visit (\$7.00) to a maximum of twelve (12) visits per year.
3. The combined maximum benefit payable for item one (1) and item two (2) above is \$300.00 annually.
4. This agreement is made without precedent or prejudice to either party and is subject to negotiation in the next round of bargaining.

Signed this 23rd day of January, 2008 at Hamilton, ON.

For the Hospital:

For the Union:

LETTER OF AGREEMENT

Third Party Sick Adjudication/Dispute Resolution

Purpose

To provide a forum in which to review and make decisions on appeals from employees on claims involving the denial of HOODIP or equivalent plan short and long term sick benefits under the collective agreement which would otherwise be processed to arbitration under Article 13.01.

1. The parties agree that all third party sick adjudication shall commence at Step 2 of the grievance procedure, provided that the provisions of Article 7.03 have been met.
2. The employer will provide a detailed description for its denial of the claim and/or provide a detailed and complete description of the medical information that it believes/claims is required to establish or re-establish entitlement. In order that such information be provided, the grievor must give, to the Hospital, written authorization to obtain the information relevant to their claim on file with the Third Party Adjudicator. The parties will agree to HHS representatives to whom disclosure will be made.
3. Failing resolve, the parties agree to an expedited medical mediation/arbitration process. If the notice to refer to mediation is not received from CUPE within 18 days from the Step 2 written response of the Hospital, then the claim will be deemed to be withdrawn, and any grievance under the Collective Agreement will be deemed abandoned.
4. The parties agree to any of arbitrators Briggs, Mikas and Davie, to be reviewed on an annual basis.
5. The parties will exchange written submissions and/or evidence not less than two (2) weeks prior to the hearing date. Notwithstanding this, the parties may, at their discretion, present "vice voce" evidence. The Hospital and CUPE will jointly present a statement of agreed upon facts, to the extent possible, including the time period in dispute.
6. Appropriate, impartial medical consultants will be agreed to by the parties and shall be available to the arbitrator in an advisory capacity. If the parties cannot agree on a medical

consultant, the arbitrator may call on a consultant from a roster supplied by the College of Physicians and Surgeons.

The medical consultant will provide information on the nature of the specific illness(es) or disability(ies). The arbitrator may request an interpretation of medical reports, test results and other medical documentation on file. The medical consultant will not provide an opinion related to the decision on the appeal.

7. An award order will be issued under the auspice of an arbitration as contemplated in the Labour Relations Act, Section 48, 49, 50.
8. The decision of the arbitrator shall be final and binding on the parties.
9. The arbitrator will, in the award, provide an effective date of claim where appropriate and applicable.
10. In the event that the arbitrator awards in favour of the employer, the recovery of any/all overpayments, shall be in compliance with Section 13 of the ESA. The grievor and the Hospital will, at that time, enter into a written agreement detailing the recovery process and amount to be deducted from the grievor's pay.
11. In the event that the arbitrator awards in favour of the Union/Employee, the employer agrees to the payment of any/all retroactivity within 30 days from the date of the award. Such payment to be made through the normal payroll process and subject to all normal payroll deductions.
12. Fees and expenses, as approved by the parties, of medical consultants and the arbitrator, shall be divided equally between the Hospital and CUPE.

Dated in the City of Hamilton this 23rd day of January, 2008.

For the Hospital

For the Union

LETTER OF AGREEMENT – LEAVE OF ABSENCE
FOR THE PRESIDENT OF UNION LOCAL 4800 SERVICE, OFFICE
& CLERICAL/TRADES AND MAINTENANCE BARGAINING UNITS

This letter is to confirm the parties agreement as follows:

1. Upon written application by the Union to the Hospital, under the following conditions, the President of Union Local 4800 Service, Office & Clerical / Trades and Maintenance bargaining units will be granted a full-time leave of absence:
 - a) The purpose of the leave of absence will be to conduct local Union/Hospital business.
 - b) The Local Union President will:
 - i) remain on the Hospital's payroll in order to maintain continuity of any applicable benefit plans and pension entitlements, and
 - ii) be paid by the Hospital his/her regular weekly earnings determined by multiplying his/her regular hourly rate times his normal weekly hours, and
 - iii) retain and accrue seniority and service as if s/he was working his normal weekly hours.
 - c) On a regular quarterly basis, the Hospital will bill the Local Union fifty (50) percent of the Local Union President's regular weekly earnings plus twenty (20) percent. If during his/her leave of absence, the Local Union President conducts business other than local Union/Hospital business, the Union will inform the Hospital of same and in addition to billing the Union the fifty (50) percent of the Local Union President's regular weekly earnings plus twenty (20) percent, the Hospital will bill the Union accordingly for such business. (An example

of business other than local Union/Hospital business would be Ontario Council of Hospital Union business.) It is understood the Union will reimburse the Hospital within thirty (30) calendar days of billing.

- d) During his leave of absence, the Local Union President will maintain his incumbent position within his respective bargaining unit. In order to maintain his skills, abilities, experience and qualifications, the Local Union President, upon request to his department, may be scheduled by the Hospital to work on his department. In such cases, he shall be scheduled within the normal compliment of his unit and there shall be no resulting payment made to any employee as a result of the Local Union President working within his department.

- 2. The above provisions are to exist for a period concurrent with the term of the Local Union President. These provisions are to be reviewed jointly by the parties for a successive term of office of the Local Union President.

Dated this 23rd day of January 2008, at the city of Hamilton, Ontario.

For the Hospital:

For the Union:
