

AMALGAMATED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
(hereinafter called the "Hospital")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807**

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Expires: September 28, 2004

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EACH ~~OF~~ THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED:

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 - TEMPORARY EMPLOYEE

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special 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.

2.02 - PART-TIME COMMITMENT

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

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

2.03 - REGULAR PART-TIME EMPLOYEE

Regular part-time Employees is an employee who works less than 37 ½ hours per week on a regular basis and whose length of appointment ~~is~~ indefinite and ~~who~~ has completed his probationary period.

2.04 - CASUAL EMPLOYEE

Casual Employee is an employee whose employment is irregular and may vary in length from day to day and week to week.

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

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

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

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

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 arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight **(8)**, and in no case will more than one 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 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 (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his 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 in Step No.1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he 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 Department Head or his 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, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 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 Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

8.02 - CLEARING OF RECORD

The following will appear in all collective agreements and will replace any provision dealing with clearing of record that existed in the Hospital's expiring collective agreement:

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

ARTICLE 9 - SENIORITY

9.01 - PROBATIONARY PERIOD

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

9.02 - DEFINITION OF SENIORITY

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

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to April 20, 1987 will be credited with the seniority they held under the Agreement expiring October 10, 1986 and will thereafter accumulate seniority in accordance with this Article.

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

*Implementation Note: The start date of the initial twelve (12) month period shall commence no earlier than January 1, 2002 but may be substituted by a later date within the calendar year where the parties agree.

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 twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 EFFECT OF ABSENCE

((a), (b) and (c) of the following clause 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 eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

Effective September 29, 2002, 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**. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen **(18)** months if an employee's absence is due to a disability resulting in WSIB benefits*, or for a period of one **(1)** year if an employee's unpaid absence is due to an illness.

Effective September 29, 2002, seniority shall accrue for a period of thirty (30) months if an employee's absence is due ~~to~~ a disability resulting in WSIB benefits** or while an employee is on sick leave (including the Employment Insurance Period).

- (d) Part-time employees shall accrue seniority for a period of eighteen **(18)** months and service for a period of fifteen **(15)** weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

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

*Note: Add the words "or **L.T.D.** benefits" only in agreements providing **L.T.D.** benefits.

Note: Effective September 29, 2002, add the words "or **L.T.D. benefits including the period of the disability program covered by Employment Insurance" only in agreements providing **L.T.D.** benefits.

9.05 - JOB POSTING

The following provision will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the hospital's expiring collective agreement will be continued as the last paragraph of this Article).

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

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

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

In matters of promotion and staff transfer appointment shall be made 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 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.

FOR LA VERENDRYE HOSPITAL

The Employer agrees to consider the seniority of employees on a bargaining unit wide basis within the bargaining unit in making promotions, demotions, transfers, staff reductions and in rehiring; however, having regard to the fact the employees are assisting in the operation of the Hospital, which must be operated with primary concern for the health and welfare of its patients, the Union agrees that in matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The employer may at his discretion, fill vacancy temporarily during the period of posting. The Employer will post the name of the successful applicant for the posted position.

The posting is waived for such vacancies when the vacancy is temporary with an expected duration of three (3) months or less.

If a full-time or regular part-time employee applies for, and is selected by the Employer, to fill a posted temporary vacancy in excess of three months, the vacated position left by such full-time or regular part-time employee will not be held open but will be permanently filled. Upon the termination of such interim replacement position, the Employer will terminate such full-time or regular part-time employee who held such interim replacement position but such terminated employee will be entitled to retain his seniority for a period not exceeding six (6) months following the date of his termination. If such terminated employee is selected by the Employer to fill a posted vacancy during such six (6) month period, he will undergo the usual probationary period, unless the position is in the same job classification that he most recently held in which case he will undergo a one and one-half (1 ½) month probationary period.

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 (b) above is returned to the bargaining unit within a period of **six (6)** calendar months, he shall accumulate seniority during the period ~~of~~ time outside the bargaining unit.

Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award and who returns to the bargaining unit ~~within~~ 1 year from the date of the award (June 4, **1996**) shall not forfeit their seniority.

9.07 -TRANSFER OF SENIORITY AND SERVICE

Effective June 4, **1986** and for employees who transfer subsequent to June 4, **1986**:

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:

- (a) an employee whose status **is** changed from full-time to part-time shall receive full credit for his seniority and service;
- (b) 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 **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) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to **select** from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

(d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 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 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.09 - LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

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

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

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

No full-time employee within the bargaining unit shall be laid off by reason of his/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 an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

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

9.11 - RETRAINING**(a) Retraining for Positions within the Hospital**

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

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

(c) Regional Redeployment Committee

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

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

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

9.12 - SEPARATION ALLOWANCES

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

9.13 - Portability of Service

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

(1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.14 -TECHNOLOGICAL CHANGE

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse 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 – Professional-Responsibility – Work-Loads

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

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

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

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

10.02 - CONTRACTING OUT

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

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

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

10.03 - CONTRACTING IN

Further to Article 9.08(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 June 1, 1986.

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - PERSONAL LEAVE

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

12.02 - UNION BUSINESS

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

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of

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

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

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

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

12.03(A) FULL-TIME POSITION WITH THE UNION

/This clause is applicable to full-time employees only)

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

Seniority shall accumulate for employees during such leave on the basis of what his 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
(The clause is applicable to Dart-time employees only)

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

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

The following provision will replace the language under Article 12.03(c) - Leave for OCHU President that existed in the Hospital's expired collective agreement:

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

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

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

12.04 - BEREAVEMENT LEAVE

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For 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

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

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

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to

work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

12.05(B) - JURY & WITNESS DUTY

(This clause is applicable to Dart-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

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

12.06 - PREGNANCY LEAVE

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 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.

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

12.07(A) - PARENTAL LEAVE

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's 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.

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

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

12.07(B) - PARENTAL LEAVE

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

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

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

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

as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had 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

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

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

12.09 - PRE-PAID LEAVE PLAN

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time ~~or~~ of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to 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 ~~d~~ 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.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

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

The following provision will appear in all full-time collective agreements that provide for HOODIP or equivalent, replacing any other sick leave language that existed in the hospital's expiring collective agreement. For Hospitals which

provide for an accumulating sick leave plan, the existing collective agreement provisions will continue unless the Hospital and the local union mutually agree to replace the existing plan with HOODIP or equivalent. In the event of such mutual agreement the provision below will become effective on the first of the month agreed to by the local parties and will replace any existing accumulating sick leave program or plan.

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

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

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

unused sick leave days providing he subsequently achieves the necessary service to qualify him for **pay-out** under the conditions relating to such **pay-out**.

- (4) an employee who, as of 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) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
 - f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
 - h) The Hospital shall pay the full cost of any medical certificate required 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.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements

who are now on an 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 - Payment Pending Determination of WSIB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for 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 following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- (a) the regular hours of work for full-time employees shall not average more than seven and one-half (7 ½) hours per day (excluding meal time) or seventy-five (75) hours over a two (2) week period.
- (b) The regular hours of work for all part-time employees working less than a full shift shall be as per the hours of work in the original job posting unless altered by the Employer.

14.02(A) - REST PERIODS

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

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

14.02(B) - REST PERIODS(PT)

(This clause is applicable to part-time employees only)

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

14.03 - ADDITIONAL REST PERIODS

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

- (a) For all employees all authorized work performed in excess of seven and one-half (7 ½) hours per day (excluding meal time) or **seventy-five (75)** hours over a two week period, shall be considered as overtime work.

Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee, or changeover to Daylight Saving Time from Standard Time or vice versa.

- (b) If an employee is required to work overtime for a period ~~fo~~ fifteen (15) minutes or less, the provision of Article 15.02 (a) shall not apply. If an employee is required to work overtime for a period ~~fo~~ sixteen (16) minutes or more, then overtime payment shall apply on all time worked in excess of the normal daily hours of work.
- (c) When an employee is called in from stand-by and continues to work up to and on his regular shift, compensation will be at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for the time worked immediately prior to the regular shift only, to obviate overlapping.

15.03 - OVERTIME PREMIUM AND NO PYRAMIDING

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

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

15.04 - TIME OFF IN LIEU OF OVERTIME

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

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

15.05 - REPORTING PAY

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

15.06 - CALL-BACK

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

15.07 –STANDBY

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.50 per hour for all hours on standby.

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

15.08 - TEMPORARY TRANSFER

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (½) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where 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 (½) 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

Employees shall be paid a shift premium of fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same fifty-five (55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties. The shift and weekend premiums shall be increased to sixty cents (60¢) effective September 29, 2002, and sixty-five cents (65¢) effective September 29, 2003.

ARTICLE 16 - HOLIDAYS

16.01 - NUMBER OF HOLIDAYS

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

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

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

16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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

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

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

An employee who was scheduled to work on a holiday, as set out in the Local 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

{The following clause is applicable to full-time employees only}

If an employee is required to work on any of the holidays set out in 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 qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

16.03(B) - PAYMENT FOR WORKING ON A HOLIDAY

{The following clause is applicable 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

{The following clause is applicable to Full-Time employees only}

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

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

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

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay. Effective September 29, 2002, an employee who has completed twenty-three (23) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Effective September 29, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

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

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

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

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

17.01(b) - PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT
(The following clause is applicable to part-time employees only)

Any provision related to part-time qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b) plus the equivalent time off.

The following provision will appear in all Collective Agreements replacing any provision related to part-time entitlement that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

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

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

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

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

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

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

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

In addition, the following provision will appear in all collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Time)

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

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

17.02 - WORK DURING VACATION

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) 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

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

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

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

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

17.04 - BEREAVEMENT DURING VACATION

The following will appear in all collective agreements and will replace any provision dealing with bereavement during vacation that existed in the Hospital's expiring collective agreement:

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 following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

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

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

- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$150.00 every 24 months and hearing aide acquisition every 36 months.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier. Effective October 31, 2001, increase dental recall including preventative services to 9 months and add 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. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.
- (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

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the

Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03(A) --PENSION

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

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

18.03(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 weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

18.04 - BENEFITS FOR PART-TIME EMPLOYEES

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 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 & SAFETY

19.01 - PROTECTIVE FOOTWEAR

The following provision will replace the language that existed in the Hospital's expired collective agreement:

Effective January 1, 2002, and on that date for each subsequent calendar year, the Hospital will provide \$80 per calendar year to each full-time and \$45 per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

ARTICLE 20 - COMPENSATION

20.01 (A) - JOB CLASSIFICATION

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

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

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

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

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

A 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

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

20.05 - PROGRESSION ON THE WAGE GRID

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

Effective October 10, 1986 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.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, 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 an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.

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

ARTICLE 22 - DURATION

22.01 - TERM

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

22.02 - Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five 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 F.F. , Ontario, this 19 day of 11, 2003.

FOR THE LOCAL UNION

Council Webb

[Signature]

Dorothy Samie

[Signature]

Shawn Bode

CUPE Standard Provisions - COMBINED

[Signature]

FOR THE HOSPITAL

[Signature]

Juliana Blasky

A. Carlson

Jim Valley

2004

[Signature]

WORK-LOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

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

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

To correct this problem, **I/we** recommended:

Name/Title of immediate Supervisor Notified _____

Date/Time of Notification _____

Response _____

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

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

Letter of Understanding

Regarding the Utilization of RPN Skills

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

- Meet within 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.

For the Hospitals:

For the Union:


Letter of Understanding

Re: Apprenticeship Pilot Programme

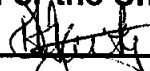
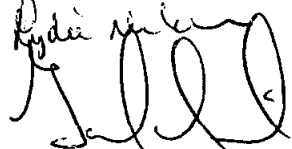
The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding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

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

For the Hospitals:


 A. C. C.
 J. Blos
 A. Carlson
 M. Wally
 E. Boudard

For the Union:


 Dorothy Gamie
 R. Boudard
 Shawn Bode
 Lydia Boudard

 Carmel Webb

Letter of Understanding

Regarding the introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

For the Hospitals:

ACB
J. Blois
A. Carlson
Mr. Wally
Sproun

For the Union:

[Signature]
Dorothy Lemie
Robb
Shawn Gide
Lynne [Signature]
[Signature]
Council Webb

Letter of intent

Re: Joint Benefits Review Committee

The central parties agree to meet in a joint committee to discuss the entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

The Committee will make recommendations to their respective Central Bargaining Teams prior to commencement of the next round of bargaining.

For the Hospitals:

A. C. C.
Blos
A. Carlson
E. Badner

For the Union:

[Signature]
Dorothy Lamer
M. Borne
Sharon Lide
Kydie [unclear]
[Signature]
Cornell Webb
Jim Valley

←

Letter of Intent

Re: Extended Tours

The parties agree to meet within 120 days of ratification in order to discuss the introduction of a model agreement on extended tours.

For the Hospitals:

For the Union:

A. C. L.
J. B. L.
A. L.
Mr. Wally
Spencer

Dorothy Larnie
NO BOUND
Sharon Cide
Rydin
Council Webb

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPL	PREEXISTINGCL
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For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

APPENDIX ON LOCAL ISSUES

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

Hereinafter referred to as the "Employer",

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 4807

Hereinafter referred to as the "Union",

OF THE SECOND PART

ARTICLE A - RECOGNITION

A-1

The Employer recognizes the Union as the sole exclusive bargaining agent for all employees of Riverside Health Care Facilities Inc at La Verendrye General Hospital in the Town of Fort Frances, at Emo Health Centre in the Town of Emo and at Rainy River Health Centre in the Town of Rainy River, save and except the Executive Director, Comptroller, Assistant to the Comptroller, and persons above the rank of Executive Director or Assistant to the Comptroller, Secretary to the Comptroller, Bookkeepers, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and Chief Engineer.

B - DEFINITIONS

B-1

"Supervisor or Immediate Supervisor", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit as defined in Article 2.01.

B-2

"Registered Practical Nurse" is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Practical Nurse is required to present to the Director, Nursing Practice her current Registration Certificate not later than January 31st of each year.

B-3

"Employee" shall include only such persons coming within the scope of the bargaining unit described in paragraph A-1.

APPENDIX ON LOCAL ISSUES

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

Hereinafter referred to as the "Employer",

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 4807

Hereinafter referred to as the "Union",

OF THE SECOND PART

ARTICLE A - REC

A-1

The Employer recognizes the Union as the sole exclusive bargaining agent for all employees of Riverside Health Care Facilities Inc at La Verendrye General Hospital in the Town of Fort Frances, at Emo Health Centre in the Town of Emo and at Rainy River Health Centre in the Town of Rainy River, save and except the Executive Director, Comptroller, Assistant to the Comptroller, and persons above the rank of Executive Director or Assistant to the Comptroller, Secretary to the Comptroller, Bookkeepers, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and Chief Engineer.

ARTICLE B - DEFINITIONS

B-1

"Supervisor or Immediate Supervisor", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit as defined in Article 2.01.

B-2

"Registered Practical Nurse" is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Practical Nurse is required to present to the Director, Nursing Practice her current Registration Certificate not later than January 31st of each year.

B-3

"Employee" shall include only such persons coming within the scope of the bargaining unit described in paragraph A-1.

B-4

"**Steward**" shall mean an employee of the Employer duly accredited as such by the Union.

B-5

"**Chief Executive Officer**" shall mean the Chief Executive Officer of Riverside Health Care Facilities Inc.

B-6

"**Regular Full-Time Employee**" is an employee who works 37 ½ hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

B-7

A **casual employee** will be deemed to have lost all seniority and service and shall be deemed to have terminated if he has refused all calls for a period of three (3) months from the last day worked. Employees on maternity leave or employees absent due to illness or disability for a period of less than eighteen (18) months from the time the illness or disability commenced will not be deemed to have terminated their employment.

Casual employees will endeavour to make themselves available for work at least forty-eight (48) weeks per year.

AR C - MANAGEMENT RIGHTS

C-1

The Union recognizes that the management of the hospital and the direction of the working forces are fixed exclusively in the hospital and shall remain solely with the hospital, and without restricting the generality of the foregoing, the union acknowledges that it is the exclusive function of the hospital to:

- a) Maintain order, discipline and efficiency.
- b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employee, provided that a claim by a non-probationary employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing work and the working establishment for the service.

- d) Manage the operation of the hospital. To determine the number of personnel required, methods, procedures and equipment required in the operation of the hospital.
- e) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not consistent with the provisions of this agreement.
- f) The employer agrees that these functions will be expressed in a manner consistent with the provisions of this agreement and a claim that the employer has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be the subject of a grievance.
- g) No elimination. The employer agrees that there shall be no elimination of classification without prior consultation.

ARTICLE D - UNION SECURITY

D-1

It shall be a condition of employment for all employees, that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union; such deductions will commence in the month following employment.

D-2

The Union agrees to defend and hold the Employer completely harmless against all claims, demands, costs and expenses, should any person at any time content or claim the Employer has acted wrongfully or illegally in making such dues deduction.

D-3

The Union ~~further undertakes~~ and agrees to refund to the Employer any monies paid to the union pursuant to this Article "D", in error.

D-4

Deductions shall be made in each pay period and forwarded to the Secretary-Treasurer of the Union not later than the 15th, in the month following accompanied by a list of names, status, department and site of all employees from whom deductions have been made.

D-5

All new employees shall be provided with a copy of the Collective Agreement upon entering he employment of the hospital.

The Hospital and Union shall share half the cost of printing a sufficient number of collective agreements for employees within the bargaining unit.

D-6

The Hospital shall provide a mailing list including names and current addresses for all members of the local union of the Canadian Union of Public employees. Union members who do not want the Union to have this information shall notify the hospital of such in writing.

ARTICLE E - UNION/MANAGEMENT COMMITTEE & RELATIONSHIP

E-1

The Employer will recognize a Union-Management committee, hereinafter referred to as the Committee, consisting of not more than six **(6)** employees and the president of the union. Such employees shall be elected by members of the union. The Employer will deal with this Committee with respect to problem matters arising during the term of this agreement, provided that the President must be an employee of Riverside Health Care Facilities Inc.

The employer will meet at least once every three (3) months with the Union-Management Committee at a mutually convenient time and place to discuss matters of a common concern.

A copy of the minutes of the Union Management Committee shall go to each facility.

E-2

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer of the Corporation, or designate and the Recording Secretary of the Union.

The Union shall receive copies from the Hospital of all grievance procedure correspondence to union members.

E-3

The Hospital will recognize a negotiating committee of not more than six **(6)** employees, at least one will be from each facility and not more than two from each classification from each facility

E-4

The Grievance Committee: the hospital will recognize a grievance committee of four (4) employees to attend to grievance meetings provided hereunder (Article 7).

E-5

The Union agrees to supply the hospital, in writing, with the names of executives of the union, the stewards, the current authorized members of the committee as specified in Article 6, and of any changes thereto when they occur. Only such persons shall be recognized by the Hospital.

E-6

Union Representation: All reference to officers, stewards, committee members of the union in this agreement shall be deemed to mean officers, stewards and committee members of the duly chartered local constituted for this bargaining unit, all of whom are employees of the Corporation.

E-7

The Hospital or the Union shall have the right at any time to have the assistance of a representative of the CUPE in negotiations, grievance meetings or other matters of mutual concern to the parties, the representative of the CUPE will make prior verbal arrangements with the Manager, Human Resources, or designate to attend at meetings on the hospital premises.

E-8

Any employee who is asked to sit on a hospital committee to represent union members shall be approved first by the local union.

E-9

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

E-10

The hospital shall list the names of all new people working in the hospital in their weekly newsletter and supply a copy to the union at each facility.

ARTICLE F - EMPLOYERS GRIEVANCE

F-1

It is understood that the Employer may bring forward at any meeting held with the committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the corporation, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing and the written grievance sent to the president of the local or to his designate representative of the said local.

F-2

If such complaint is not settled to the satisfaction of the Employer, the President of the local union or his designated representative shall, within nine (9) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

F-3

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within nine (9) days after the mailing or delivery of the written grievance to the President of the local union or his designated representative, the Employer may within nine (9) days after the receipt of the reply or within eighteen (18) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 8 of this agreement.

F-4

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance; otherwise the grievance shall be deemed to have been abandoned.

ARTICLE G - REPRIMANDS

G-1

Whenever the Employer delivers a written reprimand to an employee, the Employer may send a copy of the written reprimand to the Recording Secretary of the Union within five (5) days.

G-2

A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of his record.

ARTICLE H - SENIORITY LISTS

H-1

A seniority list shall be established for all employees covered by this agreement who have completed their probationary period.

The Employer agrees to post the seniority list twice per year, January 15th and August 15th in each facility. A copy of the seniority list will be filed with the Union.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Manager, Human Resources within thirty (30) calendar days of the date the lists were posted.

If no objection are received within the thirty (30) day period, the lists will be deemed to be accurate.

ARTICLE I - HOURS OF WORK AND SCHEDULING

I-1

Schedules will be posted eight weeks in advance.

Requests for changes in posted time schedules must be submitted in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payment except in cases where the schedule is changed due to sickness or accident of the employee scheduled to work.

Where practicable, an employee who requests permanent afternoon or night shifts may be granted such request.

The Hospital undertakes to use its best efforts consistent with the needs of adequate patient care to schedule work to permit all employees to receive one (1) weekend off in three (3).

Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work.

Sharing of overtime: the Employer will endeavour to divide overtime among the employees who are qualified to perform the work that is available and who are available.

I-2 - Christmas and New Year's Scheduling

- a) ~~The Employer will schedule~~ Each employee a day off on either New Year's Day or Christmas Day unless otherwise agreed by the Employer and the employee.
- b) The employee will endeavour to assign these days off on an alternating basis from one year to the next unless otherwise agreed by the Employer and the employee.
- c) It is understood that casual employees will endeavour to make themselves available for work at Christmas and New Years on an alternating basis.

ARTICLE J - PAID

J-1

The Employer recognizes the following days as paid holidays (for full-time employees only):

New Year's Day	Civic Holiday
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2 nd Monday in June	Christmas Day
Canada Day (July 1 st)	December 26 th

J-2

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

J-3

Where a paid holiday falls on a scheduled day off for an employee or in his vacation the Employer shall:

- a) with the agreement of the employee, pay the employee his regular wages for the paid holiday, or;
- b) grant lieu day as per J-5.

J-4

A regular full-time employee who is not required to work on a designated holiday shall be paid for the number of hours which he would have worked had there been no holiday, at his regular straight time hourly rate of pay as set out in Schedule "A" of this Agreement.

J-5

The day off with pay (lieu day) for full-time employees shall be scheduled off within ninety (90) days of the holiday at a mutually agreed upon time.

Notwithstanding the above an employee may accumulate not more than three (3) lieu days, which may be taken at a mutually agreeable time or added to her or his vacation.

J-6

Where an employee is entitled to a day off under Article J-3 and Article 16.03 9b) and such day off is not taken within the ninety (90) calendar day period payment shall be made in accordance with Article 16.02.

ARTICLE K - VACATIONS

K-1

The vacation year for purposes of calculating vacation allowance shall be the employee's anniversary date.

K-2

Vacation request lists to cover the total vacation period May 1st to April 30th) will be posted February 15th in each year and will remain up until March 15th. This list will show the amount of vacation available to be taken. Vacations requested on this list will be granted in accordance with seniority. If an employee wishes seniority to apply to her or his vacation request(s), she or he must write her or his request(s) on the list and complete a vacation request form. Vacation lists showing the granted vacations shall be posted no later than April 15th and shall remain posted for one year.

Once an employee has been granted vacation based on her or his seniority, she or he shall not use her or his seniority to change her or his vacation time.

Vacation requests made other than by the vacation request list shall be granted on a first come basis subject to vacation granted through the list process. Employees will endeavour to submit their request in writing at least eight (8) weeks in advance of the requested time. The Hospital shall reply in writing within two (2) weeks of receipt of the request. Requests shall not be unreasonably denied.

Employees will endeavour to have requests for any vacation time off which remains from the previous May 1st vacation year submitted to the Hospital no later than February 15th.

K-3

An employee shall be entitled to receive his vacation pay prior to going on vacation, provided that such request is made in writing to the Employer and at least two (2) weeks in advance of the vacation.

K-4

Upon written request approved by the Employer, an employee may be permitted to carry over one (1) week of vacation entitlement for a period of not longer than twelve (12) months.

K-5

Unbroken vacation period: An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

K-6

For La Verendrye Employees Only: Regular part-time employees who possess a three (3) week or more vacation entitlement may utilize five (5) vacation days per year on a single day basis. Such requests will be requested and considered in accordance with the requirements of Article 12.01.

K-7

For Emo and Rainy River Health Centre Employees Only: Regular full-time and regular part-time employees who possess three (3) weeks or more vacation entitlement may utilize five (5) vacation days per year on a single day basis. Such requests will be done and considered in accordance with the requirements of Article 12.01.

ARTICLE L - MISCELLANEOUS

L-1

Change of address: it shall be the duty of the employee to notify the Corporation promptly of any change in address. If an employee fails to do this, the Corporation will not be responsible for failure of a notice sent by registered mail to each such employee,

L-2

Sick leave Records: the Employer will certify annually the number of days of sick leave remaining in the bank for each employee.

When sick leave is claimed and upon the request of the employer proof of the disabling sickness or accident will be furnished by certificate from a duly qualified medical practitioner.

L-3

Bulletin Board: the employer will provide a large bulletin board at each facility which will be available for posting of notices affecting employees.

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

L-4

Compulsory Retirement: The Employer may compulsorily retire an employee upon reaching normal retirement age of sixty-five (65) years and no grievance may be filed in connection therewith.

The employer may at its sole discretion engage or retain in employment on a month-to-month basis any employee who has become handicapped or who has passed the normal retirement age of sixty-five (65) years at an occupation and at a salary which takes into consideration the ability and physical condition of the employee.

L-5

Personnel file: the Corporation will deliver to Rainy River and Emo a personnel file within two (2) business days of the request.

L-6

Pay Days: pay days shall be every second Friday. When such pay day falls on a statutory holiday, the day prior shall become the pay day.

ARTICLE M - HEALTH & SAFETY

M-1

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst the bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees **to** co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time of for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article **12.06**.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

M-2

- (a) Certified Member: the hospital will provide for cost of the CUPE member to become "Certified as required by the *Occupational Health and Safety Act* at each site.
- (b) In accordance with the *Occupational Health and Safety Act*, the Hospital will provide one **(1)** hour preparation time during normal working hours at regular rate of pay, for the CUPE member to prepare for safety meetings. The employee and his/her supervisor will mutually agree to an appropriate scheduling of this time.

M-3 - Modified Work

In respect to long-term injuries and illness, the Corporation and Union agree that in most instances it is in the best interest of both the Corporation and the employee that the employee be returned to gainful employment at the earliest possible time.

Therefore:

- (a) The Hospital will notify the President of the local of the names of all CUPE employees who go off work due to a work related injury.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative and a member of the local executive of CUPE to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to include CUPE representation in the development of a corporate Modified Work Policy and Procedure.

ARTICLE N - INSERVICE TRAINING

N-1

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

ARTICLE O - VIOLENCE IN THE WORKPLACE

O-1

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 Corporation 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.

ARTICLE P - TERMINATION OF EMPLOYMENT

P-1

Notice of Termination by Employee: every employee will give at least two (2) weeks and where possible four (4) weeks notice of termination of his employment.

P-2

The Employer shall **give** notice of termination of employment in accordance with the ***Employment Standards Act***.

ARTICLE Q - WORK CLOTHING

Q-1

Protective Footwear: the Corporation will require employees performing the following functions to wear appropriate safety footwear:

- a) Maintenance
- b) Grounds
- c) Stores (only where frequently working in storage areas)

- d) Porter (as determined by the Corporation) heavy carts on a regular basis, eg linen carts, food wagons
- e) Ambulance

Q-2

Uniforms: When an employee who otherwise in the ordinary course of his or her employment would not wear a uniform, is required by the employer to wear a uniform, the employer will furnish and launder the said uniform free of charge. The said uniform will not be worn off the hospital premises without the authorization of the employer.

ARTICLE R - ARBITRATIONS

R-1

Place of Hearing: Arbitrations shall be heard at Fort Frances, Ontario, or at such other place as may be agreed upon by the parties.

R-2

Clarification of Decision: should the parties disagree on the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the board to clarify the decision.

ARTICLE S - TRANSPORTATION

When an employee is required to report from standby, the Corporation will pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty-five (35) cents per kilometre (to a maximum of fourteen (\$14.00) dollars or such greater amount as the Corporation may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Corporation satisfactory proof of payment of such taxi fare.

ARTICLE T - WORKPLACE SAFETY INSURANCE BOARD

T-1

- (a) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the Board.
- (b) The Hospital agrees to send a copy of the notice of objection to a WSIB claim to the affected employee.

Dated and signed at _____ the ____ day of _____, 20____.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN:

RIVERSIDE HEALTHCARE FACILITIES INC.

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

SUBJECT: Compressed Work Week (12 hour shifts)

The parties agree that the provisions of the existing Collective Agreement dated _____ shall apply to those employees working the twelve hour shifts except as amended **or** modified by this Addendum which shall be attached to and form part of the Collective Agreement.

I - TERMS OF REFERENCE

- (i) **Objective:** To establish a compressed work week (12 hour shifts) for the classifications of Ambulance Drivers and Attendants, Registered Nursing Assistants, Orderlies, Maintenance Repairman I and Engineer, Receptionist.
- (ii) **Trial Period and Evaluation:** The parties agree that the compressed work week program will be implemented for a trial period, not to exceed sixteen weeks from the date of commencement of the program in the individual department or unit. Each individual department or unit, if approved by the Employer to adopt a compressed work week schedule, will undergo the trial period.

During the trial period, the program will be evaluated separately by the Employer **and** the employees participating at the end of eight **(8)** and twelve (12) weeks, in order to ascertain the wishes of the Employer and employees as to continuation beyond the initial sixteen **(16)** week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or seventy-five percent (75%) of the departmental or unit employees affected.

Any problems or disputes arising from the required changes to implement the compressed work week program will not be the subject of the grievance procedure but will be discussed and resolved locally **by** the parties.

- (iii) **Employee Participation:** All full-time and part-time employees assigned to a department or unit implementing the compressed work week program will be required to participate.

- (iv) Continuation: Continuation of the compressed work week program beyond the initial trial period will be based upon the trial period evaluations and the support shown by the employees affected. Thereafter, the parties agree that if either seventy-five percent (75%) of the department or unit employees affected or the Employer wish to discontinue the scheduling of the compressed work week, there will be discussion at the local level as to the reasons for the change and in any event, written notice advising the other party of their wish to discontinue must be given at least four (4) weeks prior to the date such party wishes to return to the work week as set out in the Collective Agreement. Should the compressed work week be discontinued in all departments or units, all reference to it in the Collective Agreement will be deleted.

II - COLLECTIVE AGREEMENT AMENDMENTS

The parties agree that the following clauses of the Collective Agreement dated _____ shall be deleted in entirety and substituted with the following language to apply to employees participating in the compressed work week program.

ARTICLE B - DEFINIT ↑

B-4

A regular full-time employee who works on an extended tour basis (compressed work week) is an employee who may work less or more than thirty-seven and one-half (37 ½) hours per week on a regular basis but shall work the average of thirty-seven and one-half (37 %) hours per week over a scheduling period and whose length of appointment is indefinite and who has completed his probationary period.

ARTICLE 12 - LEAVE OF ABSENCE

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent of spouse. The Hospital in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. Payment for such day or days time lost from regularly scheduled shift(s) which the employee would otherwise have worked will be made on the basis of a seven and one-half (7 ½) hour tour at the employee's regular straight time hourly rate. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee be paid for any hours lost from his regular scheduled shift(s) to a maximum payment of seven and one-half (7 ½) hours in a twenty-four (24) hour period at his regular straight time hourly rate provided that the employee:

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

ARTICLE 13 - SICK LEAVE

13.01 (b)

Sick leave with full pay will be granted to regular full-time employees on the following basis:

- (a) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner, unless waived by the Employer.
- (b) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or death.
- (c) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

ARTICLE 14/H - HOURS OF WORK AND SCHEDULING

H-1

The following provisions are intended to define the hours of work for employees working extended tours (12 hour shifts) and shall not be construed as a guarantee of hours worked per day or per week or of days of work per week.

H-3 (a)

Compressed work week schedules shall not have more than four consecutive extended tours of work.

H-3(b)

Tours of duty schedules and time off will be posted at least eight (**8**) weeks in advance.

The Hospital agrees to revert to the pre 1982 practice of schedule rotations for the period of this contract.

Requests for change in a scheduled tour may be granted at the discretion of the Employer. The employee requesting the change must submit such request in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payments.

14.01 (a)

The shift hours for all full-time employees working extended tours shall be twelve hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for eleven and one-quarter (11 ¼) hours of work at his regular straight time hourly rate. An employee working less than a full extended tour shall be paid for all hours worked, less time if any utilized as a meal period, at his regular straight time hourly rate.

14.01 (b)

Part-time employees may be scheduled to work all or part of an extended tour depending upon the Employer's staffing requirements.

14.02 (a)

On each full extended tour the Employer will schedule two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods.

ARTICLE 15 - PREMIUM PAYMENT

15.02 (a)

Only authorized work performed in excess of twelve (12) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week averaged over and up to twelve (12) week period in accordance with the "approval for averaging hours" as issued by the Director of Employment Standards shall be considered as overtime work.

15.09

- (a) Employees working extended tours and who accept rotation of shift shall be paid six dollars and nineteen cents (~~\$6.19~~) for each complete night tour completed and two dollars and six cents (\$2.06) for each complete day tour completed.

Effective September 29, 2002 the shift premium will be six dollars and seventy-five (~~\$6.75~~) for the night shift and two dollars and twenty-five cents (\$2.25) for the day shift.

Effective September 29, 2003 the shift premium will be seven dollars and thirty-one cents (\$7.31) for the night shift and two dollars and forty-four cents (\$2.44) for the day shift.

- (b) Fifty-five cents (.55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective September 29, 2002 the weekend premium will be sixty cents (.60¢) per hour.

Effective September 29, 2003 the weekend premium will be sixty-five cents (.65¢) per hour.

ARTICLE 16/I - PAID HOLIDAYS

16.02, 16.03, and 16.04

16.03

A regular full-time employee who is required to work an extended tour on such paid holiday shall be paid at the rate of time and one-half his regular straight time hourly rate for such work and shall be granted a regular seven and one-half (7 ½) hour day off with pay to be taken not later than ninety (90) calendar days from the date of the paid holiday at a time mutually agreed upon between the Employer and the employee.

If a regular part-time and casual employee works an extended tour on any of the days recognized as paid holidays in Paragraph I-1 of the Collective Agreement, he shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such holiday.

16.04

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 his regular straight time hourly rate for such authorized overtime. It is understood and agreed that work performed on an extended tour that begins or ends during the twenty-four (24) hours period of such holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

I-4

Where a paid holiday falls on a scheduled day off for an employee or in his vacation, the Employer shall:

- (a) with the agreement of the employee, pay the employee wages on the basis of a normal seven and one-half (7 ½) hour tour at his straight time hourly rate; or
- (b) grant a mutually agreed ~~seven~~ and one-half (7 ½) hour working day that is to be taken not later than ninety (90) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7 ½) hours at his regular straight time hourly rate of pay as set out in Schedule "A" of the agreement, provided he works his last scheduled shift prior to and his first scheduled shift immediately following the holiday. (Approved sick time will be considered working time).

16.02

Holiday pay, for an employee working an extended tour, as set out in Provision 14.01 (a) of this Addendum, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal seven and one-half (7 ½) hour shift on the holiday in question.

ARTICLE 17 - VACATIONS

Effective September 29, 2002

17.01 (b) - Part-time Entitlement Qualifiers and Calculation of Payment

- (a) A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.
- (b) A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.

- (c) A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 10% vacation pay.
- (d) A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.
- (e) A part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% vacation pay.
- (f) A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (g) A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (h) A calendar week shall be defined for the purpose of vacation entitlement, as a period of seven (7) consecutive calendar days. Employees working a compressed work week schedule and who have completed one (1) year of continuous service as at April 30th shall be required to take their vacation entitlement in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, but in any event no less a period than one (1) calendar week may be taken.

Dated at _____, Ontario this _____ day of _____, 20____.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

RIVERSIDE HEALTH CARE
FACILITIES INC.

ADDENDUM TO COLLECTIVE AGREEMENT

RIVERSIDE HEALTH CARE FACILITIES INC.
(La Verendrye Hospital)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

SUBJECT: Compressed Work Week (10.5 hour shifts)

The parties agree that the provisions of the existing Collective Agreement dated shall apply to those employees working the ten and one half hour shifts except as amended or modified by this Addendum which shall be attached to and form part of the Collective Agreement.

I - TERMS OF REFERENCE

- (i) **Objective:** To establish a compressed work week (**10.5** hour shifts) for the classifications Maintenance Repairmen, Engineers, Electricians, Carpenter, Handyman.
- (ii) **Trial Period and Evaluation:** The parties agree that the compressed work week program will be implemented for a trial period, not to exceed sixteen weeks from the date of commencement of the program in the individual department or unit. Each individual department or unit, if approved by the Employer to adopt a compressed work week schedule, will undergo the trial period.

During the trial period, the program will be evaluated separately by the Employer and the employees participating at the end of eight (8) and twelve (12) weeks, in order to ascertain the wishes of the Employer and employees as to continuation beyond the initial sixteen (**16**) week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or seventy-five percent (75%) of the departmental or unit employees affected.

Any problems or disputes arising from the required changes to implement the compressed work week program will not be the subject of the grievance procedure but will be discussed and resolved locally by the parties.

- (iii) **Employee Participation:** All full-time and part-time employees assigned to a department or unit implementing the compressed work week program will be required to participate.
- (iv) **Continuation:** Continuation of the compressed work week program beyond the initial trial period will be based upon the trial period evaluations and the support shown by the employees affected. Thereafter, the parties agree that if either

seventy-five percent (75%) of the department or unit employees affected or the Employer wish to discontinue the scheduling of the compressed work week, there will be discussion at the local level as to the reasons for the change and in any event, written notice advising the other party of their wish to discontinue must be given at least four **(4)** weeks prior to the date such party wishes to return to the work week as set out in the Collective Agreement. Should the compressed work week be discontinued in all departments or units, all reference to it in the Collective Agreement will be deleted.

II - COLLECTIVE AGREEMENT AMENDMENTS

The parties agree that the following clauses of the Collective Agreement dated _____ shall be deleted in entirety and substituted with the following language to apply to employees participating in the compressed work week program.

ARTICLE B - DEFINITIONS

B-4

A regular full-time employee who works on an extended tour basis (compressed work week) is an employee who may work less or more than thirty-seven and one-half (37 ½) hours per week on a regular basis but shall work the average of thirty-seven and one-half (37 ½) hours per week over a scheduling period and whose length of appointment is indefinite and who has completed his probationary period.

ARTICLE 12 - LEAVE OF ABSENCE

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the **spouse**, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent of spouse. The Hospital in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. Payment for such day or days time lost from regularly scheduled **shift(s)** which the employee would otherwise have worked will be made on the basis of a seven and one-half (7 ½) hour tour at the employee's regular straight time hourly rate. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising

from the employee's duties at the Hospital, the employee be paid for any hours lost from his regular scheduled shift(s) to a maximum payment of seven and one-half (7 ½) hours in a twenty-four (24) hour period at his regular straight time hourly rate provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend 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.

ARTICLE 13 - SICK LEAVE

13.01 (b)

Sick leave with full pay will be granted to regular full-time employees on the following basis:

- (a) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner, unless waived by the Employer.
- (b) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or death.
- (c) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

ARTICLE 14/H - HOURS OF WORK AND SCHEDULING

H-1

The following provisions are intended to define the hours of work for employees working extended tours (10.5 hour shifts) and shall not be construed as a guarantee of hours worked per day or per week or of days of work per week.

H-3 (a)

Compressed work week schedules shall not have more than four consecutive extended tours of work.

H-3(b)

Tours of duty schedules and time off will be posted at least eight **(8)** weeks in advance.

Requests for change in a scheduled tour may be granted at the discretion of the Employer. The employee requesting the change must submit such request in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payments.

14.01 (a)

The shift hours for all full-time employees working extended tours shall be ten and one-half hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for ten (10) hours of work at his regular straight time hourly rate. An employee working less than a full extended tour shall be paid for all hours worked, less time if any utilized as a meal period, at his regular straight time hourly rate.

14.01 (b)

Part-time employees may be scheduled to work all or part of an extended tour depending upon the Employer's staffing requirements.

14.02 (a)

On each full extended tour the Employer will schedule two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal periods.

ARTICLE 15 - PREMIUM PAYMENT

15.02 (a)

Only authorized work performed in excess of ten and one-half (10.5) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week averaged over and up to eight **(8)** week period in accordance with the "approval for averaging hours" as issued by the Director of Employment Standards shall be considered as overtime work.

15.09

- (a) Employees working extended tours and who accept rotation of shift shall be paid **fifty-five cents per hour (.55¢)**, five dollars and fifty cents (\$5.50) for each complete evening tour completed and five dollars and fifty cents (\$5.50) for each 11:30 am to 10:00 pm shift.

Effective September 29, 2002 the shift premium will be sixty cents per hour (.60¢) per hour, six dollars (\$6.00) for each evening shift and six dollars (\$6.00) for each 11:30 am to 10:00 am shift.

Effective September 29, 2003 the shift premium will be sixty-five cents (.65¢) per hour, six dollars and fifty cents (\$6.50) for each evening shift and six dollars (\$6.00) for each 11:30 am to 10:00 pm shift.

- (b) Fifty-five cents (.55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective September 29, 2002 the weekend premium will be sixty cents (.60¢) per hour.

Effective September 29, 2003 the weekend premium will be sixty-five cents (.65¢) per hour.

ARTICLE 16/I - PAID HOLIDAYS

16.02, 16.03, and 16.04

16.03

A regular full-time employee who is required to work an extended tour on such paid holiday shall be paid at the rate of time and one-half his regular straight time hourly rate for such work and shall be granted a regular seven and one-half (7 ½) hour day off with pay to be taken not later than ninety (90) calendar days from the date of the paid holiday at a time mutually agreed upon between the Employer and the employee.

If a regular part-time and casual employee works an extended tour on any of the days recognized as paid holidays in Paragraph I-1 of the Collective Agreement, he shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such holiday.

16.04

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 his regular straight time hourly rate for such authorized overtime. It is understood and agreed that work performed on an extended tour that begins or ends during the twenty-four (24) hours period of such holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

I-4

Where a paid holiday falls on a scheduled day off for an employee or in his vacation, the Employer shall:

- (a) with the agreement of the employee, pay the employee wages on the basis of a normal seven and one-half (7 ½) hour tour at his straight time hourly rate; or
- (b) grant a mutually agreed seven and one-half (7 ½) hour working day that is to be taken not later than ninety (90) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7 ½) hours at his regular straight time hourly rate of pay as set out in Schedule "A" of the agreement, provided he works his last scheduled shift prior to and his first scheduled shift immediately following the holiday. (Approved sick time will be considered working time).

16.02

Holiday pay, for an employee working an extended tour, as set out in Provision 14.01 (a) of this Addendum, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal seven and one-half (7 ½) hour shift on the holiday in question.

ARTICLE 17 - VACATIONS

17.01 (b) - Part-time Entitlement Qualifiers and Calculation of Payment

Effective September 29, 2002.

- (a) A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.
- (b) A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.
- (c) A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 10% vacation pay.
- (d) A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.
- (e) A part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% vacation pay.

- (f) A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (g) A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (h) A calendar week shall be defined for the purpose of vacation entitlement, as a period of seven (7) consecutive calendar days. Employees working a compressed work week schedule and who have completed one (1) year of continuous service as at April 30th shall be required to take their vacation entitlement in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, but in any event no less a period than one (1) calendar week may be taken.

Dated and signed at Ft., Ontario this 19 day of Nov, 20 .

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

[Signature]
Dorothy Hamie
[Signature]
Robbome
[Signature]
[Signature]
Christine Webb

RIVERSIDE HEALTHCARE
FACILITIES INC.

[Signature]
[Signature]
[Signature]
Im Nally
[Signature]

LETTER OF UNDERSTANDING

RIVERSIDE HEALTH CARE FACILITIES INC.

And


CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL

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

Should the hospital require these **skills** on the work units, the hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

Dated and signed at FT FRANCES, Ontario this 19th day of NOV, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Gamie


Lydia St. Pierre

M. Bame.

Frank Lee

Carmel Webb

RIVERSIDE HEALTH CARE
FACILITIES INC.



A. Carlson

J. M. Dally

E. Bodner

RIVERSIDE HEALTH CARE FACILITIES INC.
Hereinafter referred to as the "Hospital"
of the first part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL ,
hereinafter referred to as the "Union"
of the second part

LETTER OF INTENT - Call in

In respect of short notice call-in's: In the filling of short notice call-in's the most senior part-time or casual employees within the department will first be given the opportunity to work provided they are available and have the skills to perform the available work in the vacant classification.

In respect of long-term vacancies (**less** than three months), assignments will be made by the supervisor. The most senior part-time or casual employee within the department will first be given the opportunity to work provided that they are available and have the skills to perform the available work in the vacant classification.

It is understood that the hospital will not be required to offer work in any of the above situations which would result in overtime premium pay.

If employees have concerns regarding call-in, they may request a meeting with their supervisor in the presence of a union representative to discuss this issue.

Issues in dispute may be subject to the provisions of Article 7, Grievance and Arbitration Procedure.

This letter forms part of the Collective Agreement.

Dated and signed at FF., the 19 day of Nov, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

Campbell Webb
Dorothy Gamie
Lynne Nelson
Pat Bourne
Sharon Beal

RIVERSIDE HEALTH CARE
FACILITIES INC.

A. Cole
A. Bls
A. Carlson
Im. Garry
E. Padnar

LETTER OF AGREEMENT

RIVERSIDE HEALTH CARE FACILITIES INC.

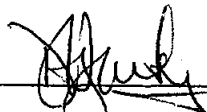
AND

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

The parties agrees that, notwithstanding Article 9 - Seniority, if a part-time employee applies for and is selected by the Employer to fill a posted temporary interim vacancy in excess of three months, the employee will be allowed to revert back to the position s/he held prior to accepting the interim position, upon termination of the interim position. The position the said regular part-time employee vacated, upon accepting the interim position, shall then be posted to be filled by the most senior casual employee applying for the position.

Dated and signed at _____ the 19 day of Nov, 2020.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Amie

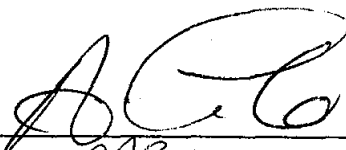
Lydia Allen

Robb

Shawn

M. J. D.

RIVERSIDE HEALTH CARE
FACILITIES INC.

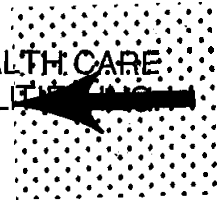


J. B. L.

A. Carlson

J. M. Wally

J. Boon



**SIGN
HERE**

LETTER OF AGREEMENT
RIVERSIDE HEALTH CARE FACILITIES INC.
AND
CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

RE: PROJECT CO-ORDINATOR

The parties agree that whenever the Carpenter or Electrician is assigned in writing by the Director of Engineering and Environmental Services, or designate, additional responsibilities to provide special projects co-ordination they will be paid an additional seventy-five (.75¢) per hour.

The determination of a "special project" will be made by the Manager, Engineering and Biomedical Services.

This memorandum of agreement is subject to review following the expiration of this Collective Agreement.

Dated and signed at F.F. the 19 day of Nov, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

[Signature]
Dorothy Gamie
[Signature]
[Signature]
[Signature]
[Signature]
Council Webb

RIVERSIDE HEALTH CARE
FACILITIES INC.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING
RIVERSIDE HEALTH CARE FACILITIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,- LOCAL

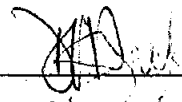
RE: Ambulance Attendants. Paid Meal Breaks

In light of the unique working conditions that require that Ambulance Attendants remain in the workplace and be prepared to work during their meal period, the parties agree as follows:

- a) Ambulance Attendants will receive pay for their forty-five minute meal period at their regular straight time hourly rate of pay for each twelve hour shift worked.
- b) **Ambulance** Attendants will receive pay for their thirty minute meal break at their regular straight time hourly rate of pay for each eight hour shift worked.
- c) Actual meal periods will be self-scheduled around the activities of the shift and regardless if an Ambulance Attendant is called to perform actual work during a selected meal period only pay at the Attendants regular straight time rate will apply.
- d) All benefits and other provisions of the Collective Agreement will not be affected by this letter of understanding and will be applied as per the provisions applicable to eight and twelve hour shifts.
- e) This letter of understanding will be effective September 18, 1999.
- f) The Union agrees to withdraw grievance #'s 99-05, 99-06 and any other grievances that may be in process related to this issue as of date of signing.

Dated and signed at F.F., Ontario this 19 day of Nov, 2001.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Gamie

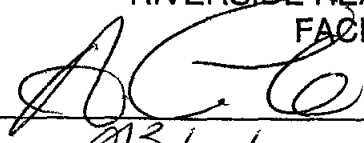
Lynne Nelson

R. Bourne

Howard Bede

Counsell Webb

RIVERSIDE HEALTH CARE
FACILITIES INC.



A. Carlson

M. Tacey

G. Gadsen

LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.
(At Rainy River Hospital, Rainy river, Ontario)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

JOB SHARING (full-time, part-time)

The introduction of job-sharing arrangements will be subject to mutual agreement between the Union and the Hospital. The initial job-sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Union and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements:

- a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. Such determination shall not be arbitrary or unreasonable.
- b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two employees with the approval of the Nurse Manager. Job-sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed to by the employee(s) and the Hospital.
- c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- d) The job-sharers together shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- e) It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations; however, if one job-sharer is unable to cover the absence, the Hospital will provide the necessary coverage.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer should be prepared to cover the absent partner's shifts. However, for an absence of one (1) month or where the covering employee experiences circumstances which prevent her covering the extended absence, the coverage will be provided by the Hospital. This will not prevent the Hospital asking the covering employee to work the available shifts.

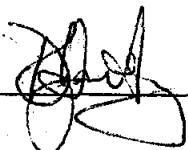
- f) Each job-sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.

- g) An incumbent full-time employee wishing to share her position may do so without having her half of the position posted, however the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- h) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or taking another regular part-time position based on her seniority. If she does not continue full-time the position must be posted according the Collective Agreement.
- i) Either party may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be arbitrary or unreasonable. The job-sharer(s) will have the option of reverting back to their previous position(s) or to a regular part-time position should the arrangements be discontinued or changed.


Desired start-up date of the above agreement is to be for the March 1992 schedule.

Signed and dated at F.F., Ontario this 19 day of Nov, 2001.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Gamie



Aprie alison



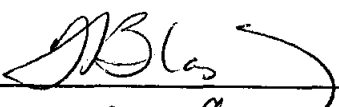
Shawn




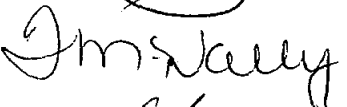
Council Webb

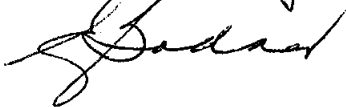
RIVERSIDE HEALTH CARE
FACILITIES INC.











LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.
(At Rainy River Hospital, Rainy River, Ontario)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL

Within fifteen days of ratification the parties will arrange for a Scheduling Committee comprised of two members of management or their designate and two members of the union; one full-time and one part-time. The Committee will be directed to the development of a Master Rotation, for RPN's and Dietary Aides, which will have as guidelines, notwithstanding the provisions of Article 15.06, the following principles:

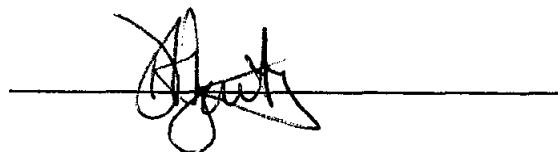
- schedules not to exceed six consecutive shifts
- alternate weekends off
- no split weekends
- may include three shift rotations but only two shift splits in one week
- nine-to-five shifts to be equally shared amongst the part-time RPN staff.

When the master rotation is completed it will be taken back to the principal parties for ratification.

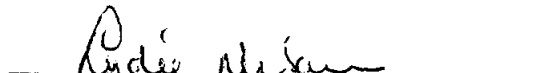
Signed and dated at F.F., Ontario this 19 day of Nov, 2007.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

RIVERSIDE HEALTH CARE
FACILITIES INC.



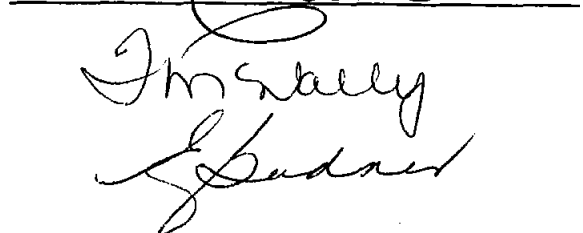

Dorothy Gamie



Lydia Nelson



Appendix on Local Issues - CUPE



RIVERSIDE HEALTH CARE FACILITIES INC.
(At Emo Health Centre, Emo, Ontario)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

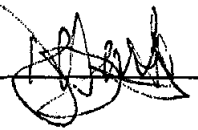
RE: VOLUNTEERS

The parties agree, without prejudice to any future position that may be taken regarding this issue, to the use of volunteers at the Emo Health Centre within the conditions outlined below:


- (a) The use of volunteers will be limited to the Activation Program.
- (b) A committee will be established with representation from the Registered Practical Nurses, Dietary and Domestic.
- (c) This letter of understanding will be effective until April 1, 1995.
- (d) Thirty days prior to the termination of this letter of understanding, the parties will meet to determine the continuation of this arrangement.
- (e) Time spent at meetings will be considered working time and employees will be paid at their normal rate of pay or premium pay as may be applicable.

Signed and dated at F.F., Ontario this 19 day of Nov, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Gamie



McBourne



Cornell Webb

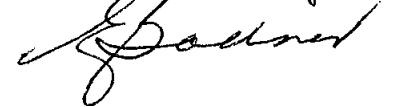
RIVERSIDE HEALTH CARE
FACILITIES INC.



J. Black



A. Carlson



RIVERSIDE HEALTH CARE FACILITIES INC.
(At Emo Health Centre, Emo, Ontario and Rainy River Health Centre, Rainy River, Ontario)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

All employees performing Housekeeping Cleaner duties, as noted below, will receive the rate of pay of the Housekeeping Cleaner.

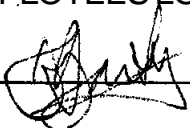
Housekeeping Cleaner duties will be assigned as project work. This project work is defined as any duties like washing down walls and/or ceilings, shampooing carpets, stripping and polishing floors.

Housekeeping duties will be distributed equitably.

These duties will normally be scheduled once a week, or as determined by the employer, on a project basis.

Signed and dated at FF, Ontario this 19 day of Nov, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL



Dorothy Annis

Rydie Allen


Phyllis

Theresa Lurie



Council Webb

RIVERSIDE HEALTH CARE
FACILITIES INC.



A. Blal

A. Carlson

Mr. Vally

Spodner

RIVERSIDE HEALTH CARE FACILITIES INC.
(At Rainy River Health Centre, Rainy River, Ontario)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

RE: REGISTERED PRACTICAL NURSE POSITION - PERMANENT DAYS

The parties agree that one RPN position will be scheduled permanent days, Monday to Friday. In this position the RPN will arrange and provide for resident activities and perform other administrative tasks as requested by the Nurse Manager.

Within sixty (60) days notice to the union the employer may discontinue this position in which case it will revert to a regular RPN position unless the position is deleted in accordance with Article 9.08.

Signed and dated at F.F., Ontario this 19 day of Nov, 2004.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL

RIVERSIDE HEALTH CARE
FACILITIES INC.

Dorothy Linnie

[Signature]

[Signature]

[Signature]

[Signature]

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>		<u>1 Year</u>	<u>2 Year</u>
<u>Sterile Processing Dept. Technician</u>			
01.02.04 - New	33930.00	35236.50	36562.50
	2827.50	2936.38	3046.88
	17.40	18.07	18.75

Paramedic1 Land

29.09.01 - 2.5%	38395.99	39595.24	40774.50
	3199.67	3299.60	3397.88
	19.69	20.31	20.91
Carrier Award - 29.09.01	43156.78	44511.90	45825.00
	3596.40	3709.33	3818.75
	22.13	22.83	23.50

Carrier Award - 29.03.02	44075.01	45458.96	46800.00

	4085.35	4212.00	4337.13
	25.14	25.92	26.69

Paramedic2 Land

29.09.01 - 2.5%	40872.00	42120.00	43329.00
	3406.00	3510.00	3610.75
	20.96	21.60	22.22
29.09.02 - 3.0%	42098.16	43383.60	44628.87
	3508.18	3615.30	3719.07
	21.59	22.25	22.89
29.09.03 - 3.0%	43361.10	44685.11	45967.74
	3613.43	3723.76	3830.64
	22.24	22.92	23.57

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Registered Practical Nurse</u>			
29.09.00 - 2.0%	32668.95	33380.28	33829.52
	2722.41	2781.69	2819.13
	16.75	17.12	17.35

29.09.01 - 2.5%	33485.67	34214.79	34675.26
	2790.47	2851.23	2889.60
	17.17	17.55	17.78

29.09.02 - 3.0%	34490.24	35241.23	35715.52
	2874.19	2936.77	2976.29
	17.69	18.07	18.32

29.09.03 - 3.0%	35524.95	36298.47	36786.98
	2960.41	3024.87	3065.58
	18.22	18.61	18.87

Carrier Award - 29.09.03			
	40069.62	40927.11	41496.00
	3339.14	3410.59	3458.00
	20.55	20.99	21.28

Laundry Aide
Seamstress
Dietary Helper
Housekeeping Aide

29.09.00 - 2.0%	29148.76	29410.52	29635.38
	2429.06	2450.88	2469.62
	14.95	15.08	15.20

29.09.01 - 2.5%	29877.48	30145.78	30376.26
	2489.79	2512.15	2531.36
	15.32	15.46	15.58

29.09.02 - 3.0%	30773.80	31050.16	31287.55
	2564.48	2587.51	2607.30
	15.78	15.92	16.04

29.09.03 - 3.0%	31697.02	31981.66	32226.18
	2641.42	2665.14	2685.51
	16.25	16.40	16.53

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Maintenance Repairman I</u>			
29.09.00 - 2.0%	32018.05	32692.16	32954.40
	2668.17	2724.35	2746.20
	16.42	16.77	16.90

29.09.01 - 2.5%	32818.50	33509.46	33778.26
	2734.88	2792.46	2814.86
	16.83	17.18	17.32

29.09.02 - 3.0%	33803.06	34514.75	34791.61
	2816.92	2876.23	2899.30
	17.33	17.70	17.84

29.09.03 - 3.0%	34817.15	35550.19	35835.36
	2901.43	2962.52	2986.28
	17.85	18.23	18.38

Maintenance Repairman II

29.09.00 - 2.0%	31081.71	31531.12	32018.05
	2590.14	2627.59	2668.17
	15.94	16.17	16.42

29.09.01 - 2.5%	31858.75	32319.40	32818.50
	2654.90	2693.28	2734.88
	16.34	16.57	16.83

29.09.02 - 3.0%	32814.52	33288.98	33803.06
	2734.54	2774.08	2816.92

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Certified Chef

29.09.00 - 2.0%	32617.57	33103.88	33740.93
	2718.13	2758.66	2811.74
	16.73	16.98	17.30

29.09.01 - 2.5%	33433.01	33931.48	34584.45
	2786.08	2827.62	2882.04
	17.15	17.40	17.74

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Certified Chef</u>			
29.09.02 - 3.0%	34436.00	34949.42	35621.99
	2869.67	2912.45	2968.50
	17.66	17.92	18.27
29.09.03 - 3.0%	35469.08	35997.90	36690.65
	2955.76	2999.83	3057.55
	18.19	18.46	18.82

<u>Cook's Assistant</u>			
29.09.00 - 2.0%	29747.96	30085.10	30459.29
	2479.00	2507.09	2538.27
	15.26	15.43	15.62

29.09.01 - 2.5%	30491.66	30837.23	31220.77
	2540.97	2569.77	2601.73
	15.64	15.81	16.01

29.09.02 - 3.0%	31406.41	31762.34	32157.40
	2617.20	2646.86	2679.78
	16.11	16.29	16.49

29.09.03 - 3.0%	32348.60	32715.21	33122.12
	2695.72	2726.27	2760.18
	16.59	16.78	16.99

Porter
Housekeeping Cleaner
Handyman

29.09.00 - 2.0%	30145.68	30819.79	31306.58
	2512.14	2568.32	2608.88
	15.46	15.81	16.05

29.09.01 - 2.5%	30899.32	31590.28	32089.24
	2574.94	2632.52	2674.10
	15.85	16.20	16.46

29.09.02 - 3.0%	31826.30	32537.99	33051.92
	2652.19	2711.50	2754.33
	16.32	16.69	16.95

29.09.03 - 3.0%	32781.09	33514.13	34043.48
	2731.76	2792.84	2836.96
	16.81	17.19	17.46

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Washer</u>			
29.09.00 - 2.0%	31470.54	32144.64	32631.42
	2622.55	2678.72	2719.29
	16.14	16.48	16.73

29.09.01 - 2.5%	32257.30	32948.26	33447.21
	2688.11	2745.69	2787.27
	16.54	16.90	17.15

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29.09.03 - 3.0%	34221.77	34954.80	35484.14
	2851.81	2912.90	2957.01
	17.55	17.93	18.20

<u>Engineer IV</u>			
29.09.00 - 2.0%	35874.75	36511.95	after 3 months
	2989.56	3042.66	
	18.40	18.72	

29.09.01 - 2.5%	36771.62	37424.75	after 3 months
	3064.30	3118.73	
	18.86	19.19	

29.09.02 - 3.0%	37874.77	38547.49	after 3 months
	3156.23	3212.29	
	19.42	19.77	

29.09.03 - 3.0%	39011.01	39703.92	after 3 months
	3250.92	3308.66	
	20.01	20.36	

<u>Receptionist</u>			
29.09.00 - 2.0%	29651.08	30122.47	30833.95
	2470.92	2510.21	2569.50
	15.21	15.45	15.81

29.09.01 - 2.5%	30392.36	30875.53	31604.80
	2532.70	2572.96	2633.73
	15.59	15.83	16.21

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Receptionist</u>			
29.09.02 - 3.0%	31304.13	31801.80	32552.94
	2608.68	2650.15	2712.75
	16.05	16.31	16.69
29.09.03 - 3.0%	32243.25	32755.85	33529.53
	2686.94	2729.65	2794.13
	16.54	16.80	17.19

<u>Clerk I</u>			
29.09.00 - 2.0%	30122.47	30571.88	31058.80
	2510.21	2547.66	2588.23
	15.45	15.68	15.93

29.09.01 - 2.5%	30875.53	31336.18	31835.27
	2572.96	2611.35	2652.94

	16.31	16.55	16.82

29.09.03 - 3.0%	32755.85	33244.55	33774.04
	2729.65	2770.38	2814.50
	16.80	17.05	17.32

<u>Clerk II</u>			
<u>Ward Clerk</u>			
29.09.00 - 2.0%	30833.95	31283.20	31770.13
	2569.50	2606.93	2647.51
	15.81	16.04	16.29

29.09.01 - 2.5%	31604.80	32065.28	32564.38
	2633.73	2672.11	2713.70
	16.21	16.44	16.70

29.09.02 - 3.0%	32552.94	33027.24	33541.31
	2712.75	2752.27	2795.11
	16.69	16.94	17.20

29.09.03 - 3.0%	33529.53	34018.06	34547.55
	2794.13	2834.84	2878.96
	17.19	17.45	17.72

CA 1A OFFICE OF PUBLIC EMPLOYMENT
LAVERENDRYE GENERAL HO - LO 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Clerk III</u>			
29.09.00 - 2.0%	31320.89	31807.35	32256.60
	2610.07	2650.61	2688.05
	16.06	16.31	16.54

29.09.01 - 2.5%	32103.91	32602.53	33063.02
	2675.33	2716.88	2755.25
	16.46	16.72	16.96

29.09.02 - 3.0%	33067.03	33580.61	34054.91
	2755.59	2798.38	2837.91
	16.96	17.22	17.46

29.09.03 - 3.0%	34059.04	34588.03	35076.55
	2838.25	2882.34	2923.05
	17.47	17.74	17.99

Laboratory Assistant

29.09.00 - 2.0%	30718.48	31280.10	31804.20
	2559.87	2606.68	2650.35
	15.75	16.04	16.31

29.09.01 - 2.5%	31486.44	32062.10	32599.31
	2623.87	2671.84	2716.61
	16.15	16.44	16.72

29.09.02 - 3.0%	32431.04	33023.97	33577.28
	2702.59	2752.00	2798.11
	16.63	16.94	17.22

29.09.03 - 3.0%	33403.97	34014.68	34584.60
	2783.66	2834.56	2882.05
	17.13	17.44	17.74

Health Records Technician

(CCHRA(A))

29.09.00 - 2.0%	31320.89	31807.35	32256.60
	2610.07	2650.61	2688.05
	16.06	16.31	16.54

29.09.01 - 2.5%	32103.91	32602.53	33063.02
	2675.33	2716.88	2755.25
	16.46	16.72	16.96

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

01.04.02 - \$.43/hr	32935.50	33442.50	33910.50
Special	2744.63	2786.88	2825.88
	16.89	17.15	17.39

29.09.02 - \$.43/hr	33774.00	34281.00	34749.00
Special	2814.50	2856.75	2895.75
	17.32	17.58	17.82

29.09.02 - 3.0%	34787.22	35309.43	35791.47
	2898.94	2942.45	2982.62
	17.84	18.11	18.35

29.09.03 - 3.0%	35830.84	36368.71	36865.21
	2985.90	3030.73	3072.10
	18.37	18.65	18.91

Pharmacy Technician

02.03.01 - New	31200.00	32409.00	33618.00
	2600.00	2700.75	2801.50
	16.00	16.62	17.24

29.09.01 - 2.5%	31980.00	33219.23	34458.45
	2665.00	2768.27	2871.54
	16.40	17.04	17.67

29.09.02 - 3.0%	32939.40	34215.80	35492.20
	2744.95	2851.32	2957.68
	16.89	17.55	18.20

29.09.03 - 3.0%	33927.58	35242.28	36556.97
	2827.30	2936.86	3046.41
	17.40	18.07	18.75

Stores & Purchasing Clerk

Cook

29.09.00 - 2.0%	30367.22	30966.38	31528.00
	2530.60	2580.53	2627.33
	15.57	15.88	16.17

29.09.01 - 2.5%	31126.40	31740.54	32316.20
	2593.87	2645.04	2693.02
	15.96	16.28	16.57

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Stores & Purchasing Clerk</u>			
<u>Cook</u>			
29.09.02 - 3.0%	32060.19	32692.76	33285.69
	2671.68	2724.40	2773.81
	16.44	16.77	17.07
29.09.03 - 3.0%	33022.00	33673.54	34284.26
	2751.83	2806.13	2857.02
	16.93	17.27	17.58

Maintenance Electrician

29.09.00 - 2.0%	38571.34	39545.05	after 6 months
	3214.28	3295.42	
	19.78	20.28	

29.09.01 - 2.5%	39535.62	40533.68	after 6 months
	3294.64	3377.81	
	20.27	20.79	

29.09.02 - 3.0%	40721.69	41749.69	after 6 months
	3393.47	3479.14	
	20.88	21.41	

29.09.03 - 3.0%	41943.34	43002.18	after 6 months
	3495.28	3583.51	
	21.51	22.05	

Maintenance Carpenter

29.09.00 - 2.0%	37747.43	38571.34	after 6 months
	3145.62	3214.28	
	19.36	19.78	

29.09.01 - 2.5%	38691.12	39535.62	after 6 months
	3224.26	3294.64	
	19.84	20.27	

29.09.02 - 3.0%	39851.85	40721.69	after 6 months
	3320.99	3393.47	
	20.44	20.88	

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CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Nurses Aide</u>			
29.09.00 - 2.0%	30121.84	30571.73	31058.50
	2510.15	2547.64	2588.21
	15.45	15.68	15.93

29.09.01 - 2.5%	30874.89	31336.02	31834.96
	2572.91	2611.34	2652.91
	15.83	16.07	16.33

29.09.02 - 3.0%	31801.13	32276.10	32790.01
	2650.09	2689.68	2732.50
	16.31	16.55	16.82

29.09.03 - 3.0%	32755.17	33244.39	33773.71
	2729.60	2770.37	2814.48
	16.80	17.05	17.32

Day Hospital Activity Worker

29.09.00 - 2.0%	27827.39	29162.73	30260.97
	2318.95	2430.23	2521.75
	14.27	14.96	15.52

29.09.03 - 3.0%	30260.13	31712.21	32906.46
	2521.68	2642.68	2742.20
	15.52	16.26	16.88

Materials Handler

29.09.00 - 2.0%	27093.18	27796.90	28500.61
	2257.77	2316.41	2375.05
	13.89	14.25	14.62

29.09.01 - 2.5%	27770.51	28491.82	29213.13
	2314.21	2374.32	2434.43
	14.24	14.61	14.98

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Materials Handler</u>			
29.09.02 - 3.0%	28603.62	29346.58	30089.52
	2383.64	2445.55	2507.46
	14.67	15.05	15.43
29.09.03 - 3.0%	29461.73	30226.97	30992.20
	2455.14	2518.91	2582.68
	15.11	15.50	15.89

Ambulance Driver/Attendant (EMCA)

29.09.00 - 2.0%	36758.48	37594.39	38666.07
	3063.21	3132.87	3222.17
	18.85	19.28	19.83
29.09.01 - 2.5%	37677.44	38534.25	39632.72
	3139.79	3211.19	3302.73
	19.32	19.76	20.32

29.09.02 - 3.0%	38807.77	39690.28	40821.70
	3233.98	3307.52	3401.81
	19.90	20.35	20.93
29.09.03 - 3.0%	39972.00	40880.99	42046.35
	3331.00	3406.75	3503.86
	20.50	20.96	21.56

Ambulance Driver/Attendant (NON EMCA)

29.09.00 - 2.0%	32364.61	33200.52	34315.06
	2697.05	2766.71	2859.59
	16.60	17.03	17.60
29.09.01 - 2.5%	33173.73	34030.53	35172.94
	2764.48	2835.88	2931.08
	17.01	17.45	18.04
29.09.02 - 3.0%	34168.94	35051.45	36228.12
	2847.41	2920.95	3019.01
	17.52	17.98	18.58
29.09.03 - 3.0%	35194.01	36102.99	37314.97
	2932.83	3008.58	3109.58
	18.05	18.51	19.14

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

Position	Start	1 Year	2 Year
Sterile Processing Dept. Technician			
01.02.04 - New	33930.00	35236.50	36562.50
	2827.50	2936.38	3046.88
	17.40	18.07	18.75

29.09.01 - 2.5%	38395.99	39595.24	40774.50
	3199.67	3299.60	3397.88
	19.69	20.31	20.91

Carrier Award - 29.09.01	43156.78	44511.90	45825.00
	3596.40	3709.33	3818.75
	22.13	22.83	23.50

Carrier Award - 29.03.02	44075.01	45458.96	46800.00
	3672.92	3788.25	3900.00
	22.60	23.31	24.00

(Carrier Award - 29.09.02	45449.56	46858.50	48262.50

Carrier Award - 29.03.03	47586.81	49062.00	50524.50
	3965.57	4088.50	4210.38
	24.40	25.16	25.91

Carrier Award - 29.09.03	49024.25	50544.00	52045.50
	4085.35	4212.00	4337.13
	25.14	25.92	26.69

Paramedic2 Land

29.09.01 - 2.5%	40872.00	42120.00	43329.00
	3406.00	3510.00	3610.75
	20.96	21.60	22.22

Carrier Award - 29.09.01	45940.13	47342.88	48701.80
	3828.34	3945.24	4058.48
	23.56	24.28	24.98

Carrier Award - 29.03.02	46904.87	48337.08	49724.53
	3908.74	4028.09	4143.71
	24.05	24.79	25.50

CANADIAN UNION OF PUBLIC EMPLOYEES
LAVERENDRYE GENERAL HOSPITAL - LOCAL 795

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Paramedic 2 Land			
Carrier Award - 29.09.02	48358.92	49835.53	51265.99
	4029.91	4152.96	4272.17
	24.80	25.56	26.29
Carrier Award - 29.03.03	50631.79	52177.80	53675.50
	4219.32	4348.15	4472.96
	25.97	26.76	27.53
Carrier Award - 29.09.03	52150.74	53743.13	55285.76
	4345.90	4478.59	4607.15
	26.74	27.56	28.35

CANADIAN UNION OF PUBLIC EMPLOYEES
EMO HEALTH CENTRE - LOCAL 2593

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Registered Practical Nurse</u>			
29.09.00 - 2.0%	32668.95	33380.28	33829.52
	2722.41	2781.69	2819.13
	16.75	17.12	17.35

29.09.01 - 2.5%	33485.67	34214.79	34675.26
	2790.47	2851.23	2889.60
	17.17	17.55	17.78

29.09.02 - 3.0%	34490.24	35241.23	35715.52
	2874.19	2936.77	2976.29
	17.69	18.07	18.32

29.09.03 - 3.0%	35524.95	36298.47	36786.98
	2960.41	3024.87	3065.58
	18.22	18.61	18.87

Carrier Award	40069.62	40927.11	41496.00
29.09.03	3339.14	3410.59	3458.00
	20.55	20.99	21.28

Aides - Dietary, Housekeeping

<u>Laundry, Ward</u>			
29.09.00 - 2.0%	29148.76	29410.52	29635.38
	2429.06	2450.88	2469.62
	14.95	15.08	15.20

29.09.01 - 2.5%	29877.48	30145.78	30376.26
	2489.79	2512.15	2531.36
	15.32	15.46	15.58

29.09.02 - 3.0%	30773.80	31050.16	31287.55
	2564.48	2587.51	2607.30
	15.78	15.92	16.04

29.09.03 - 3.0%	31697.02	31981.66	32226.18
	2641.42	2665.14	2685.51
	16.25	16.40	16.53

Housekeeping Cleaner

15.01.01	30145.68	30819.79	31306.58
	2512.14	2568.32	2608.88
	15.46	15.81	16.05

CANADIAN UNION OF PUBLIC EMPLOYEES
EMO HEALTHCENTRE - LOCAL 2593

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Housekeeping Cleaner</u>			
29.09.01 - 2.5%	30899.32	31590.28	32089.24
	2574.94	2632.52	2674.10
	15.85	16.20	16.46
29.09.02 - 3.0%	31826.30	32537.99	33051.92
	2652.19	2711.50	2754.33
	16.32	16.69	16.95
29.09.03 - 3.0%	32781.09	33514.13	34043.48
	2731.76	2792.84	2836.96
	16.81	17.19	17.46
<u>Maintenance Repairman</u>			
29.09.00 - 2.0%	31081.71	31531.12	32018.05
	2590.14	2627.59	2668.17
	15.94	16.17	16.42
29.09.01 - 2.5%	31858.75	32319.40	32818.50
	2654.90	2693.28	2734.88
	16.34	16.57	16.83
29.09.02 - 3.0%	32814.52	33288.98	33803.06
	2734.54	2774.08	2816.92
	16.83	17.07	17.33
29.09.03 - 3.0%	33798.95	34287.65	34817.15
	2816.58	2857.30	2901.43
	17.33	17.58	17.85
<u>Cook</u>			
29.09.00 - 2.0%	29747.96	30085.10	30459.29
	2479.00	2507.09	2538.27
	15.26	15.43	15.62
29.09.01 - 2.5%	30491.66	30837.23	31220.77
	2540.97	2569.77	2601.73
	15.64	15.81	16.01
27.06.02 - Special	31122.00	31746.00	32311.50
	2593.50	2645.50	2692.63
	15.96	16.28	16.57

CANADIAN UNION OF PUBLIC EMPLOYEES
EMO HEALTHCENTRE - LOCAL2593

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Cook</u>			
29.09.02 - 3.0%	32055.66	32698.38	33280.85
	2671.31	2724.87	2773.40
	16.44	16.77	17.07

29.09.03 - 3.0%	33017.33	33679.33	34279.27
	2751.44	2806.61	2856.61
	16.93	17.27	17.58

Activity Worker

29.09.00 - 2.0%	27827.39	29162.73	30260.97
	2318.95	2430.23	2521.75
	14.27	14.96	15.52

29.09.01 - 2.5%	28523.07	29891.80	31017.49
	2376.92	2490.98	2584.79
	14.63	15.33	15.91

29.09.02 - 3.0%	29378.77	30788.55	31948.02
	2448.23	2565.71	2662.33
	15.07	15.79	16.38

29.09.03 - 3.0%	30260.13	31712.21	32906.46
	2521.68	2642.68	2742.20
	15.52	16.26	16.88

CANADIAN UNION OF PUBLIC EMPLOYEES
RAINY RIVER HEALTH CENTRE - LOCAL 2970

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Registered Practical Nurse</u>			
29.09.00 - 2.0%	32668.95	33380.28	33829.52
	2722.41	2781.69	2819.13
	16.75	17.12	17.35

29.09.01 - 2.5%	33485.67	34214.79	34675.26
	2790.47	2851.23	2889.60
	17.17	17.55	17.78

29.09.02 - 3.0%	34490.24	35241.23	35715.52
	2874.19	2936.77	2976.29
	17.69	18.07	18.32

29.09.03 - 3.0%	35524.95	36298.47	36786.98
	2960.41	3024.87	3065.58
	18.22	18.61	18.87

Carrier Award	40069.62	40927.11	41496.00
29.09.03	3339.14	3410.59	3458.00
	20.55	20.99	21.28

Aides - Dietary, Housekeeping

Laundry

29.09.00 - 2.0%	29148.76	29410.52	29635.38
	2429.06	2450.88	2469.62
	14.95	15.08	15.20

29.09.01 - 2.5%	29877.48	30145.78	30376.26
	2489.79	2512.15	2531.36
	15.32	15.46	15.58

29.09.02 - 3.0%	30773.80	31050.16	31287.55
	2564.48	2587.51	2607.30
	15.78	15.92	16.04

29.09.03 - 3.0%	31697.02	31981.66	32226.18
	2641.42	2665.14	2685.51
	16.25	16.40	16.53

Housekeeping Cleaner

27.06.02 - New	30899.32	31590.28	32089.24
	2574.94	2632.52	2674.10
	15.85	16.20	16.46

CANADIAN UNION OF PUBLIC EMPLOYEES
RAINY RIVER HEALTH CENTRE - LOCAL 2970

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Housekeeping Cleaner</u>			
29.09.02 - 3.0%	31826.30	32537.99	33051.92
	2652.19	2711.50	2754.33
	16.32	16.69	16.95

29.09.03 - 3.0%	32781.09	33514.13	34043.47
	2731.76	2792.84	2836.96
	16.81	17.19	17.46

Maintenance Repairman

29.09.00 - 2.0%	31081.71	31531.12	32018.05
	2590.14	2627.59	2668.17
	15.94	16.17	16.42

29.09.01 - 2.5%	31858.75	32319.40	32818.50
	2654.90	2693.28	2734.88
	16.34	16.57	16.83

29.09.02 - 3.0%	32814.52	33288.98	33803.06
	2734.54	2774.08	2816.92
	16.83	17.07	17.33

29.09.03 - 3.0%	33798.95	34287.65	34817.15
	2816.58	2857.30	2901.43
	17.33	17.58	17.85

Cook

27.06.02 - New	31122.00	31746.00	32311.50
	2593.50	2645.50	2692.63
	15.96	16.28	16.57

29.09.02 - 3.0%	32055.66	32698.38	33280.85
	2671.31	2724.87	2773.40
	16.44	16.77	17.07

29.09.03 - 3.0%	33017.33	33679.33	34279.27
	2751.44	2806.61	2856.61
	16.93	17.27	17.58

Health Care Aide

29.09.00 - 2.0%	28405.70	28665.83	28925.96
	2367.14	2388.82	2410.50
	14.57	14.70	14.83

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CANADIAN UNION OF PUBLIC EMPLOYEES
RAINY RIVER HEALTH CENTRE - LOCAL 2970

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Health Care Aide</u>			
29.09.00 - Special	29410.52	29659.50	29932.50
	2450.88	2471.63	2494.38
	15.08	15.21	15.35
29.09.01 - 2.5%	30145.78	30400.99	30680.81
	2512.15	2533.42	2556.73
	15.46	15.59	15.73
27.06.02 - Special	30874.89	31336.02	31834.96
	2572.91	2611.34	2652.91
	15.83	16.07	16.33
29.09.02 - 3.0%	31801.14	32276.10	32790.01
	2650.09	2689.68	2732.50
	16.31	16.55	16.82
29.09.03 - 3.0%	32755.17	33244.38	33773.71
	2729.60	2770.37	2814.48
	16.80	17.05	17.32

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