

COMBINED FULL-TIME/PART-TIME

# COLLECTIVE AGREEMENT

between  
NORTH BAY GENERAL HOSPITAL  
(hereinafter called the Hospital)

and

CUPE LOCAL 139

10338(03)

Expires: September 28, 2004

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## **ARTICLE 1 - PREAMBLE**

### **1.01 - Preamble**

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

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

### **1.02 - Feminine/Masculine Pronouns**

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

## **ARTICLE 2 - DEFINITIONS**

### **2.01 - 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)

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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.

### **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 atten-

dance.

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

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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

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part-time employees and vice-versa.

The number of stewards and the areas 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) cal-

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endar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to his immediate supervisor. 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 immediate supervisor 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 Department Head. A meeting will then be held between the Department Head 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 Department Head 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

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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 six-

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teen **(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 receive 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**

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 October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 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,

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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.

#### 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.
- (d) 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

The following provision will appear in all Collective Agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring Collective Agreement:

Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is Changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30)

days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

The above amendments will be effective for any transfer that occurs 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 posi-

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tions 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.

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- (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 workload 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.



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- (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 part-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining

ing 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 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 part-time employees only)

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

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

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

#### 12.06 (A) - Pregnancy Leave

(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 (B) - Pregnancy Leave

(The following clause is applicable to part-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



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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

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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 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

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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 - Sick Leave

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

The following provision will appear in all Collective Agreements where WSIB top-up now exists, and where the hospital does not now have HOODIP, or does not transfer to HOODIP under the above transfer provision, replacing any provision related to WSIB top-up that existed in the hospital's expiring Collective Agreement:

Where an employee 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 utilize the employee's accumulated sick leave credits to 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. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from



general revenue.

### 13.03 - 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.

### 13.04 - Payroll Deduction for Union Sponsored LTD Plan

The following provision will appear in all Collective Agreements that do not provide for HOODIP or equivalent, replacing any provision related to payroll deduction for Union sponsored LTD plan that existed in the hospital's expiring Collective Agreement:

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

### 13.05 - 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

Any provision related to the specification of the number of daily & weekly hours of work that existed in the hospital's expiring Collective Agreement,

will be continued as Article 14.01.

**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**

All hours worked, per shift, which are in excess of seven and one-half (7 1/2) shall be paid as such in accordance with Article 15.03 unless otherwise specified elsewhere in this Agreement.

**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 (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

### 15.09 - Shift and Weekend Premium

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)

The following provision will appear in all Collective Agreements replacing any provision related to full-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring Collective Agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

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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 30<sup>th</sup> or 35<sup>th</sup> 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)

Part-time employees shall be entitled to time off without pay according to the formulation described above for full-time employees

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.

ed 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, enrol 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 fa) - 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

The following will appear in all Collective Agreements and will replace any provision covering job descriptions that existed in the Hospital's expiring Collective Agreement:

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

#### 20.02 - Assignment of Duties From Another Classification

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

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

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

(a) Attached to and forming an integral part of this Agreement is Schedule A and Schedule B Wage Rates - which are schedules of job classifications and ranges of rates of pay for each classification.

(b) Autopsy Pay and Lead Hand

.01) Orderlies required to assist the Pathologist shall be paid an amount of \$12.50 for each autopsy performed.

.02) Employees acting as Autopsy Room Attendant Lead Hand shall be paid \$18.00 per month above his current rate while acting in the capacity of Lead Hand.

.03) Employees acting as the Lead Hand in dietary and Housekeeping shall be paid \$1.50 per day above the current rate while assigned and acting in the capacity of a Lead Hand.

(c) Cashier/Pot Washer

.01) Five dollars (\$5.00) per month (three cents .03) per hour premium shall be paid to present employees in the Dietary Department (as at May 1, 1981) who carry out the duties of cashier.

.02) Eight dollars (\$8.00) per month (.05 five cents per hour) to the day pots and pans potier while on that shift.

(d) E.C.G. Tests

.01) Employees who perform E.C.G. tests, either during regular hours or on a call back shall be paid two dollars (\$2.00) for each test taken.

(e) Shift Leader

.01) The Shift Leader function provides for a premium to be paid to an employee who has been designated by management to be a

shift leader. Existing employees will be asked to submit their interest in filling this role. Management also has the right to withdraw the premium when circumstances no longer warrant the payment of such a premium

- .02) The Shift Leader function involves assigned responsibility for two or more employees. A Shift Leader is not a supervisor, but is involved mainly in passing supervisor's instructions to members of work group, explaining new projects and assignments and normally includes other duties as follows:
- i) Establishing priority as required on allocated daily work assignments.
  - ii) Showing employees how to do tasks when difficulties arise; checking completeness and accuracy of finished tasks; keeping supervisor informed of departmental activity.
  - iii) Explaining office routines, work procedures, use of equipment or machinery and safety procedures.
  - iv) A Shift Leader shall not be responsible for disciplining other employees.
  - v) An employee assigned the Shift Leader role will receive a premium of 60¢ per hour while performing the role of Shift Leader.

#### 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 *North Bay*, Ontario, this *13th* day *December* of 2004.

FOR THE LOCAL UNION

FOR THE HOSPITAL

*Spencer Breton*

*A. Phony*

*Josie Levesque*

*Linda McCarthy*

*Jacques E. Shank*

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**SCHEDULE " A - PARAMEDICS WAGE RATES**

Paramedic 1 - For employees with at least one (1) of the Advanced Life Support skills (including defibrillation)

	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
September 29, 2001	\$22.137	\$22.819	\$23.500
March 29, 2002	\$22.608	\$23.304	\$24.000
September 29, 2002	\$23.315	\$24.032	\$24.750
March 29, 2003	\$24.407	\$25.159	\$25.910
September 29, 2003	\$25.142	\$25.916	\$26.690

Paramedic 2 - For employees with "full" paramedic or "OPALS" status.

	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
September 29, 2003	\$26.726	\$27.549	\$28.372

(61)

**SCHEDULE "B" - CLASSIFICATIONS AND WAGE RATES**

Effective September 29, 2001 - 2.5%

<b>CLASSIFICATION</b>	<b>START</b>	<b>863 HRS. 6 MONTHS</b>	<b>1725 HRS. 1 YEAR</b>	<b>3450 HRS. 2 YEARS</b>
Non-Registered Practical Nurse	14.097	14.208	14.455	14.691
Education Clerk	16.567	16.967	17.178	17.460
Nursing Office Clerk	15.747	15.861	16.029	16.357
Materiel Management Clerk	15.747	15.861	16.029	16.357
Hospital Services Clerk	15.747	15.861	16.029	16.357
Pastoral Care Clerk	14.844	15.699	16.554	17.425
Business Office Clerk	15.747	15.861	16.029	16.357
Hospital Services & Nutrition & Food Services Aide	15.747	15.861	16.029	16.357
Work Room Aide	16.567	16.967	17.179	17.460
Materiel Management Aide	16.567	16.967	17.179	17.460
Rehabilitation Clerk	14.844	15.699	16.554	17.425
ECG Clerk	14.844	15.699	16.554	17.425
Base Hospital Clerk	16.567	16.967	17.178	17.460
Nutrition & Food Services Clerk	16.567	16.967	17.178	17.460
Radiology Clerk	16.567	16.967	17.178	17.460
Operations	14.844	15.699	16.554	17.425
Maintenance Clerk				
Health Records Clerk	16.567	16.967	17.178	17.460
Laboratory Clerk	16.567	16.967	17.178	17.460
Hospital Services & Nutrition/Food Services Porter	15.747	15.861	16.029	16.357
Printer	15.747	15.861	16.029	16.357
Ward Clerk	18.285	18.467	18.738	18.920
Pre-Admission Clerk	18.285	18.467	18.738	18.920

(62)

CLASSIFICATION	START	863 HRS.	1725 HRS.	3450 HRS.
		5 MONTHS	1 YEAR	2 YEARS
Switchboard Operator	14.844	15.699	16.554	17.425
General Office Clerk	16.567	16.967	17.178	17.460
Lab Data Entry Clerk	15.444	16.300	17.151	18.025
Admitting Clerk	19.235	19.471	19.703	19.939
Central Booking Clerk	18.285	18.467	18.738	18.920
Groundskeeper Porter	16.416	16.531	16.702	17.028
Patient Porter O.R./Radiology	16.503	16.646	16.801	17.086
Support Service Worker	16.567	16.967	17.178	17.460
Computer Operator	16.567	16.967	17.178	17.460
Ambulance Clerk	16.567	16.967	17.178	17.460
Quality Assurance Clerk	14.844	15.699	16.554	17.425
Accounts Receivable Clerk	14.844	15.699	16.554	17.425
Rehabilitation Secretary	14.844	15.699	16.554	17.425
Cashier	14.844	15.699	16.554	17.425
Pharmacy Technician	19.366	19.671	19.981	20.288
Accounts Payable Clerk	17.356	17.754	17.967	18.254
Stores Clerk	16.567	16.967	17.178	17.460
Accounts Receivable Insurable Clerk	16.567	16.967	17.178	17.460
Receiver	14.844	15.699	16.554	17.425
Cook/Butcher	16.567	16.967	17.178	17.460
Payroll Assistant	18.285	18.467	18.738	19.764
Health Records Dictatypist	19.017	19.316	19.632	19.939
Radiology Dictatypist	18.285	18.467	18.738	19.764
Laboratory Dictatypist	18.285	18.467	18.738	19.764
Recreational Therapist	20.311	20.493	20.675	20.784
Physio Assistant	19.803	19.983	20.165	20.276
O.R. Ward Clerk	19.235	19.471	19.703	19.939
Registered Practical Nurse	20.311	20.493	20.675	20.784
R.P.N.-O.R.	20.311	20.493	20.675	20.784

(63)

CLASSIFICATION	START	863 HRS.	1725 HRS.	3450 HRS.
		6 MONTHS	1 YEAR	2 YEARS
Health Records Senior Dictatypist	19.803	19.983	20.165	20.276
Health Records Technician	20.311	20.493	20.675	20.784
Maintenance Mechanic A	19.545	19.725	19.895	20.063
Maintenance Mechanic B	18.285	18.467	18.738	18.920
Laboratory Secretary	19.803	19.983	20.165	20.276
Radiology Secretary	19.816	20.117	20.424	20.740
Emergency Medical Dispatch - Full-Time	18.891	19.172	19.448	19.725
Emergency Medical Dispatch - Part-time	18.148	18.261	18.373	18.487
Payroll Coordinator	19.803	19.983	20.165	20.276
Painter	19.489	19.639	19.789	19.939
Carpenter	19.872	20.007	20.141	20.288
Ortho Technician	22.341	22.540	22.741	22.862
Emergency Medical Attendant	19.626	19.958	20.302	20.637
Electrician	20.311	20.493	20.675	20.784
Plumber	20.311	20.493	20.675	20.784
Auto Mechanic	20.931	21.114	21.295	21.459
Renal Aide	16.567	16.967	17.178	17.46
Breast Screening Clerk	14.844	15.699	16.554	17.425
Clerk-Typist, Rehab	14.844	15.699	16.554	17.425
Clerk-Typist, Pharmacy	14.844	15.699	16.554	17.425
O.R. Inventory Management Clerk	20.311	20.493	20.675	20.784
Ward Clerk	18.285	18.467	18.738	18.92
P.C.U. Ward Clerk	19.585	19.821	20.052	20.288
Communications Clerk	19.235	19.471	19.703	19.939
Team Leader - SSW	17.815	18.235	18.471	18.768
Staff Education Secretary	19.017	19.316	19.632	19.939
ISNC Secretary	19.017	19.316	19.632	19.939

(64)

CLASSIFICATION	START	863 HRS.	1725 HRS.	3450 HRS.
		6 MONTHS	1 YEAR	2 YEARS
Case Costing Secretary	14.844	15.699	16.554	17.425
Team Leader C.P.D.	17.815	18.235	18.471	18.768
Volunteer Services Clerk	15.428	15.647	15.877	16.087
Thorne Nursing Station Clerk	15.428	15.647	15.877	16.087
Pain Management Clerk	16.567	16.967	17.178	17.46
Pain Management Exercise Therapist	15.747	15.861	16.029	16.357
Refrigerator Mechanic	20.311	20.493	20.675	20.784
Secretary, Substance Abuse Detox	16.111	16.421	16.72	17.033
Communicative Disorders Assistant	19.803	19.983	20.165	20.276
Dietary Driver	16.416	16.531	16.702	17.028
Plant Maintenance Driver	16.416	16.531	16.702	17.028
Team Leader, Patient Registration	21.16	21.42	21.67	21.93

**SCHEDULE "B" - CLASSIFICATIONS AND WAGE RATES**

Effective September 29, 2002 - 3%

CLASSIFICATION	START	863 HRS.	1725 HRS.	3450 HRS.
		6 MONTHS	1 YEAR	2 YEARS
Non-Registered Practical Nurse	14.520	14.634	14.888	15.132
Education Clerk	17.064	17.476	17.693	17.984
Nursing Office Clerk	16.219	16.337	16.510	16.848
Materiel Management Clerk	16.219	16.337	16.510	16.848
Hospital Services Clerk	16.219	16.337	16.510	16.848
Pastoral Care Clerk	15.289	16.170	17.050	17.948
Business Office Clerk	16.219	16.337	16.510	16.848
Hospital Services & Nutrition & Food Services Aide	16.219	16.337	16.510	16.848
Work Room Aide	17.064	17.476	17.694	17.984
Materiel Management Aide	17.064	17.476	17.694	17.984
Rehabilitation Clerk	15.289	16.170	17.050	17.948
ECG Clerk	15.289	16.170	17.050	17.948
Base Hospital Clerk	17.064	17.476	17.693	17.984
Nutrition & Food Services Clerk	17.064	17.476	17.693	17.984
Radiology Clerk	17.064	17.476	17.693	17.984
Operations Maintenance Clerk	15.289	16.170	17.050	17.948
Health Records Clerk	17.064	17.476	17.693	17.984
Laboratory Clerk	17.064	17.476	17.693	17.984
Hospital Services & Nutrition/Food Services Porter	16.219	16.337	16.510	16.848
Printer	16.219	16.337	16.510	16.848
Ward Clerk	18.834	19.021	19.300	19.488
Pre-Admission Clerk	18.834	19.021	19.300	19.488
Switchboard Operator	15.289	16.170	17.050	17.948
General Office Clerk	17.064	17.476	17.693	17.984

(66)

<b>CLASSIFICATION</b>	<b>START</b>	<b>863 HRS. 6 MONTHS</b>	<b>1725 HRS. 1 YEAR</b>	<b>3450 HRS. 2 YEARS</b>
Lab Data Entry Clerk	15.907	16.789	17.666	18.565
Admitting Clerk	19.812	20.053	20.294	20.537
Central Booking Clerk	18.834	19.021	19.300	19.488
Groundskeeper Potter	16.909	17.027	17.203	17.539
Patient Porter O.R./Radiology	16.998	17.145	17.305	17.598
Support Service Worker	17.064	17.476	17.693	17.984
Computer Operator	17.064	17.476	17.693	17.984
Ambulance Clerk	17.064	17.476	17.693	17.984
Quality Assurance Clerk	15.289	16.170	17.050	17.948
Accounts Receivable Clerk	15.289	16.170	17.050	17.948
Rehabilitation Secretary	15.289	16.170	17.050	17.948
Cashier	15.289	16.170	17.050	17.948
Pharmacy Technician	19.947	20.261	20.580	20.898
Accounts Payable Clerk	17.877	18.287	18.506	18.802
Stores Clerk	17.064	17.476	17.693	17.984
Accounts Receivable Insurable Clerk	17.064	17.476	17.693	17.984
Receiver	15.289	16.170	17.050	17.948
Cook/Butcher	17.064	17.476	17.693	17.984
Payroll Assistant	18.834	19.021	19.300	20.357
Health Records Dictatypist	19.587	19.896	20.221	20.538
Radiology Dictatypist	19.587	19.896	20.221	20.538
Laboratory Dictatypist	19.587	19.896	20.221	20.538
Recreational Therapist	20.921	21.108	21.296	21.407
Physio Assistant	20.397	20.583	20.770	20.884
O.R. Ward Clerk	19.812	20.055	20.294	20.538
Registered Practical Nurse	20.921	21.108	21.296	21.407
R.P.N.-O.R.	20.921	21.108	21.296	21.407
Health Records Senior Dictatypist	20.397	20.592	20.770	20.884



(67)

CLASSIFICATION	START	863 HRS. 6 MONTHS	1725 HRS. 1 YEAR	3450 HRS. 2 YEARS
Health Records Technician	20.921	21.108	21.296	21.407
Maintenance Mechanic A	20.131	20.317	20.492	20.665
Maintenance Mechanic B	18.834	19.021	19.300	19.488
Laboratory Secretary	20.397	20.583	20.770	20.884
Radiology Secretary	20.411	20.720	21.037	21.362
Emergency Medical Dispatch - Full-Time	19.457	19.747	20.032	20.317
Emergency Medical Dispatch - Part-time	18.692	18.809	18.924	19.042
Payroll Coordinator	20.397	20.583	20.770	20.884
Painter	20.074	20.228	20.382	20.538
Carpenter	20.468	20.607	20.745	20.896
Ortho Technician	23.011	23.216	23.423	23.547
Emergency Medical Attendant	20.214	20.557	20.911	21.256
Electrician	20.921	21.108	21.296	21.407
Plumber	20.921	21.108	21.296	21.407
Auto Mechanic	21.558	21.747	21.934	22.103
Renal Aide	17.064	17.476	17.693	17.984
Breast Screening Clerk	15.289	16.170	17.051	17.948
Clerk-Typist, Rehab	15.289	16.170	17.051	17.948
Clerk-Typist, Pharmacy	15.289	16.170	17.051	17.948
O.R. Inventory Management Clerk	20.920	21.108	21.295	21.408
Ward Clerk	18.834	19.021	19.300	19.488
P.C.U. Ward Clerk	20.173	20.416	20.654	20.897
Communications Clerk	19.812	20.055	20.294	20.537
Team Leader - SSW	18.349	18.782	19.025	19.331
Staff Education Secretary	19.588	19.895	20.221	20.537
ISNC Secretary	19.588	19.895	20.221	20.537
Case Costing Secretary	15.289	16.170	17.051	17.948
Team Leader C.P.D.	18.349	18.782	19.025	19.331

(68)

CLASSIFICATION	START	863 HRS. 6 MONTHS	1725 HRS. 1 YEAR	3450 HRS. 2 YEARS
Volunteer Services Clerk	15.891	16.116	16.353	16.570
Thorne Nursing Station Clerk	15.891	16.116	16.353	16.570
Pain Management Clerk	17.064	17.476	17.693	17.984
Pain Management Exercise Therapist	16.219	16.337	16.510	16.848
Refrigerator Mechanic	20.920	21.108	21.295	21.408
Secretary, Substance Abuse Detox	16.594	16.914	17.222	17.544
Communicative Disorders Assistant	20.397	20.582	20.770	20.884
General Ledger Clerk	19.947	20.261	20.580	20.897
Team Leader, Engineering Services	23.015	23.216	23.477	23.554
Plant Maintenance Driver	16.908	17.027	17.203	17.539
Dietary Driver	16.908	17.027	17.203	17.539
Team Leader, Patient Registration	21.795	22.063	22.320	22.588

NOTE: As of April 1, 2003, EMD part-time increase wages to same as EMD full-time

(69)

**SCHEDULE "B" - CLASSIFICATIONS AND WAGE RATES**

Effective September 29, 2003 - 3%

CLASSIFICATION	START	863 HRS. 6 MONTHS	1725 HRS. 1 YEAR	3450 HRS. 2 YEARS
Non-Registered Practical Nurse	14.957	15.074	15.337	15.586
Education Clerk	17.576	18.000	18.224	18.523
Materiel Management Clerk	17.576	18.000	18.224	18.524
Hospital Services Clerk	16.706	16.827	17.005	17.353
Pastoral Care Clerk	15.748	16.655	17.563	18.486
Business Office Clerk	16.706	16.827	17.005	17.353
Hospital Services & Nutrition & Food Services Aide	16.706	16.827	17.005	17.353
Work Room Aide	17.576	18.000	18.224	18.523
Materiel Management Aide	17.576	18.000	18.224	18.523
Rehabilitation Clerk	15.748	16.655	17.563	18.486
ECG Clerk	15.748	16.655	17.563	18.486
Base Hospital Clerk	17.576	18.000	18.224	18.523
Nutrition & Food Services Clerk	17.576	18.000	18.224	18.523
Radiology Clerk	17.576	18.000	18.224	18.523
Operations Maintenance Clerk	15.748	16.655	17.563	18.486
Health Records Clerk	17.576	18.000	18.224	18.523
Laboratory Clerk	17.576	18.000	18.224	18.523
Hospital Services & Nutrition/Food Services Porter	16.706	16.827	17.005	17.353
Printer	16.706	16.827	17.005	17.353
Ward Clerk	19.398	19.592	19.880	20.073
Pre-Admission Clerk	19.398	19.592	19.880	20.073
Switchboard Operator	15.748	16.655	17.563	18.486

(70)

CLASSIFICATION	START	863 HRS. 6 MONTHS	1725 HRS. 1 YEAR	3450 HRS. 2 YEARS
Genera Office Clerk	17.576	18.000	18.224	18.523
Lab Data Entry Clerk	16.384	17.293	18.196	19.123
Admitting Clerk	20.406	20.647	20.903	21.153
Central Booking Clerk	19.398	19.592	19.880	20.073
Groundskeeper Porter	17.415	17.538	17.719	18.065
Patient Porter O.R./Radiology	17.508	17.659	17.824	18.127
Support Service Worker	17.576	18.000	18.224	18.523
Computer Operator	17.576	18.000	18.224	18.523
Ambulance Clerk	17.576	18.000	18.224	18.523
Quality Assurance Clerk	15.748	16.655	17.563	18.486
Accounts Receivable Clerk	15.748	16.655	17.563	18.486
Rehabilitation Secretary	15.748	16.655	17.563	18.486
Cashier	15.748	16.655	17.563	18.486
Pharmacy Technician	20.545	20.869	21.197	21.525
Accounts Payable Clerk	18.413	18.836	19.061	19.374
Stores Clerk	17.576	18.000	18.224	18.523
Accounts Receivable Insurable Clerk	17.576	18.000	18.224	18.523
Receiver	15.748	16.655	17.563	18.486
Cook/Butcher	17.576	18.000	18.224	18.523
Payroll Assistant	19.399	19.592	19.879	20.968
Health Records Dictatypist	20.176	20.492	20.828	21.153
Radiology Dictatypist	20.176	20.492	20.828	21.153
Laboratory Dictatypist	20.176	20.492	20.828	21.153
Recreational Therapist	21.548	21.741	21.934	22.050
Physio Assistant	21.009	21.200	21.393	21.511
O.R. Ward Clerk	20.406	20.657	20.903	21.153
Registered Practical Nurse	21.548	21.741	21.934	22.050
R.P.N.-O.R.	21.548	21.741	21.934	22.050
Health Records Senior Dictatypist	21.009	21.149	21.393	21.511

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CLASSIFICATION	START	863 HRS. 6 MONTHS	1725 HRS. 1 YEAR	3450 HRS. 2 YEARS
Health Records Technician	21.548	21.741	21.934	22.050
Maintenance Mechanic A	20.735	20.927	21.107	21.285
Maintenance Mechanic B	19.399	19.592	19.879	20.073
Laboratory Secretary	21.009	21.200	21.393	21.511
Radiology Secretary	21.022	21.343	21.668	22.003
Emergency Medical Dispatch - Full-Time & Part-Time	20.042	20.339	20.632	20.926
Payroll Coordinator	21.009	21.200	21.393	21.511
Painter	20.676	20.835	20.994	21.153
Carpenter	21.082	21.225	21.368	21.523
Ortho Technician	23.701	23.912	24.126	24.254
Emergency Medical Attendant	20.821	21.174	21.538	21.894
Electrician	21.548	21.741	21.934	22.050
Plumber	21.548	21.741	21.934	22.050
Auto Mechanic	22.206	22.400	22.592	22.766
Renal Aide	17.576	18.000	18.224	18.523
Breast Screening Clerk	15.748	16.655	17.563	18.486
Clerk-Typist, Rehab	15.748	16.655	17.563	18.486
Clerk-Typist, Pharmacy	15.748	16.655	17.563	18.486
O.R. Inventory Management Clerk	21.548	21.741	21.934	22.050
Ward Clerk	19.399	19.592	19.879	20.073
P.C.U. Ward Clerk	20.778	21.028	21.274	21.524
Communications Clerk	20.406	20.657	20.903	21.153
Team Leader - SSW	18.899	19.345	19.596	19.911
Staff Education Secretary	20.176	20.492	20.828	21.153
ISNC Secretary	20.176	20.492	20.828	21.153
Case Costing Secretary	15.748	16.655	17.563	18.486
Team Leader C.P.D.	18.900	19.346	19.596	19.911
Volunteer Services Clerk	16.368	16.599	16.844	17.067

(72)

<b>CLASSIFICATION</b>	<b>START</b>	<b>863 HRS. 6 MONTHS</b>	<b>1725 HRS. 1 YEAR</b>	<b>3450 HRS. 2 YEARS</b>
Thorne Nursing Station Clerk	16.368	16.599	16.844	17.067
Pain Management Clerk	17.576	18.000	18.224	18.524
Pain Management Exercise Therapist	16.706	16.827	17.005	17.353
Refrigerator Mechanic	21.548	21.741	21.934	22.050
Secretary, Substance Abuse Detox	17.092	17.421	17.739	18.070
Communicative Disorders Assistant	21.009	21.199	21.393	21.511
General Ledger Clerk	20.545	20.869	21.197	21.520
Team Leader, Engineering Services	23.705	23.912	24.130	24.261
Plant Maintenance Driver	17.415	17.538	17.719	18.065
Dietary Driver	17.415	17.538	17.719	18.065
Team Leader, Ambulance	21.932	22.617	23.288	
CACC Clerk	18.167	18.644	18.884	19.123
Team Leader, Patient Registration	22.449	22.724	22.990	23.266

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**WORKLOAD REVIEW FORM**

Employee 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**

Re: 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.



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Letter of Understanding

Re: 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:

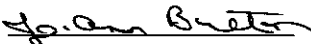
For the Union:

  
\_\_\_\_\_

Linda McCarthy  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

Josie Levesque  
\_\_\_\_\_

Jacques E. Shank  
\_\_\_\_\_

\_\_\_\_\_

Letter of Understanding


Re: Apprenticeship Pilot Programme

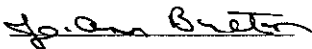
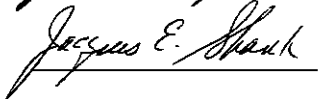
The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding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

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

For the Hospitals:

For the Union:

  
\_\_\_\_\_  
*Linda McCarthy*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Josie Levesque*  
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(77)

**Letter of Understanding**

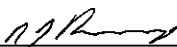
Re: Introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

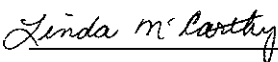
Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

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

For the Hospitals:

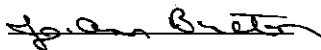
For the Union:

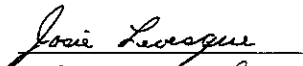
  
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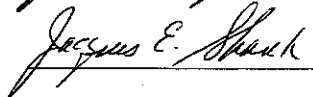
  
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**Letter of Intent**


Re: Joint Benefits Review Committee

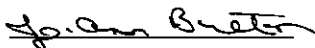
The central parties agree to meet in a joint committee to discuss the entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

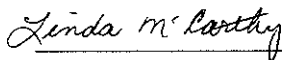
The Committee will make recommendations to their respective Central Bargaining Teams prior to commencement of the next round of bargaining.

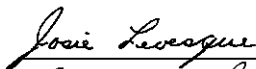
For the Hospitals:

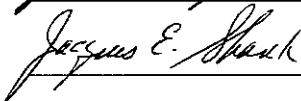
For the Union:











(79)

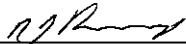
**Letter of Intent**

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:

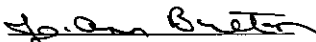
For the Union:

  
\_\_\_\_\_

Linda McCarthy  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

Josie Levesque  
\_\_\_\_\_

Jacques E. Shank  
\_\_\_\_\_

\_\_\_\_\_

**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.

## IMPLEMENTATION NOTE RE PRE-EXISTING CLAUSES

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 OF LOCAL ISSUES**

#### **ARTICLE 1 - SCOPE**

01.01 The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees of the North Bay Hospital Commission operating the North Bay General Hospital save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Nursing Staff, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Student Dieticians, Supervisors or Foremen, Chief Engineer, Technical Personnel and persons covered by subsisting collective agreements.

Part-time employees may work more than twenty-four hours per week on a temporary basis to cover absence due to illness, vacations, leaves of absence and still retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding six months.

Where it is known that such assignments will exceed a continuous period of six weeks or more, the posting provisions of Article 9.05 will apply.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

02.01 The Union acknowledges that it is the exclusive right and power of the Hospital to direct the working force, to discipline or discharge the employees for just cause, to promote, demote, transfer, lay-off and suspend employees, subject to the Seniority and Grievance Procedures set out in this Agreement, and to hire.

02.02 Generally to manage the Hospital and all the enterprises in which the Hospital is engaged.

02.03 To maintain order, discipline and efficiency and to make and alter

from time to time rules and regulations to be observed not inconsistent with the provisions of this Agreement. The Hospital shall exercise its rights in a fair and reasonable manner.

### **ARTICLE 3 - UNION SECURITY**

- 03.01 All regular employees of the Hospital covered by this Agreement shall as a condition of continued employment have an amount equal to the current monthly dues deducted by the Hospital on the first and second pay of the month. Such deductions will commence the first pay day of the following month that the employee commences employment.
- 03.02 The Hospital shall forward such deductions to the Union not later than the end of the month following the date of deduction together with a list of names and classifications of all employees from whose wages the deductions have been made.
- 03.03 The Union shall notify the Hospital from time to time of the changes, if any, in current monthly dues: and deductions shall be adjusted for the month following such notification, it being understood that at no time dues be calculated on a percentage basis of wages.
- 03.04 It is mutually agreed that upon commencement of employment all new employees shall be advised of the existence of the Union and the conditions surrounding their employment as set out in this Article. The new employee shall receive a copy of the Collective Agreement.

### **ARTICLE 4 - NEGOTIATING COMMITTEE**

- 04.01 The Hospital acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees, provided there are not more than two (2) employees out of any single department.
- 04.02 In the event either party wishes to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement and the costs of the meeting place shall be shared equally.

### **ARTICLE 5 - STEWARDS**

- 05.01 The Hospital acknowledges the right of the Union to appoint or otherwise select Stewards as follows:
- three (3) from the Nursing Department and six (6) from other



departments.

- 05.02 The Union shall name the stewards and his department of responsibility at the time of appointment and only those so named will be recognized by the Hospital.

#### **ARTICLE 6 - GRIEVANCE COMMITTEE**

- 06.01 The Hospital acknowledges the rights of the Union to appoint or select a Grievance Committee of three (3) members from among the Stewards. The Union agrees to notify the Hospital of the names of the Grievance Committee members once per year, and to notify the Hospital of any changes made in such Grievance committee, and only Grievance Committee members thus qualified shall be recognized by the Hospital. If requested by the Grievor, or either party, the steward who initiated the grievance shall be allowed to attend Step 2 grievance discussion.

#### **ARTICLE 7 - COMMITTEE AND STEWARDS**

- 07.01 Union steward and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty in order to deal with grievances, or other Union business connected with this Agreement. Such persons shall not be unreasonably refused having regard for efficiency of operations of the hospital.

#### **ARTICLE 8 - SENIORITY LIST**

- 08.01 The Hospital shall maintain one seniority list for full-time and one for part-time showing the date upon which each employee's seniority commenced. For part-time employees, the list shall reflect both date of hire and total number of hours worked. Up to date seniority lists shall be sent to the Union and posted on bulletin boards on January 15, April 15, July 15 and October 15 of each year. Errors or omissions must be submitted to the Hospital's attention in writing within thirty (30) days or it will be deemed to be correct. For purposes of other provisions of this Agreement, both seniority lists will be considered as one. It is understood by part-time employees that each 1725 hours worked shall represent one (1) full year of service.
- 08.02 For purpose of 9.06 and 9.07 of the central provision, the employees affected are those transferred out of the bargaining unit subsequent to March 7, 1985.

08.03 Definition of Seniority (Pari-Time)

In accordance with Article 9.02 (Definition of Seniority) in the central Collective Agreement whereby a pari-time employee cannot accrue more than one year's seniority in a twelve (12) month period, it was determined that the twelve (12) month period would be based on the calendar year (January to December)

**ARTICLE 9 - LEAVE OF ABSENCE**

09.01 All leaves of absence granted by the Hospital shall be in writing and shall be for a limited and specified time. In all cases of a leave of absence, which shall be granted for more than one (1) month, the employee shall not accumulate seniority, but his seniority standing shall be the same as it was at the time of granting such leave of absence.

09.02 If an employee engages in other gainful employment in the hospital field during such leave, his seniority shall be forfeited.

**ARTICLE 10 - BULLETIN BOARDS**

10.01 The Hospital shall provide space on bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees provided that such notices are first submitted to the Executive Director, or his designate for his approval before posting. Such request shall not be unreasonably refused.

**ARTICLE 11 - UNIFORMS**

11.01 The Hospital agrees to maintain its present policy with regard to laundering and supplying uniforms to members of its staff (i.e. laundering all uniforms and supplying Ambulance, Orderlies, Dietary, Housekeeping, Receiver, and Printer, Patient Porters, Support Service Workers and Plant Maintenance with uniform and protective clothing.

11.02 Uniforms for Ambulance will be determined as per the existing DSSAB policy regarding the provision of uniform (See attached policy).

11.03 Each vehicle will be equipped with water/wind proof pants that are appropriate for the respective crews.

**ARTICLE 12 - NOTICE OF TERMINATION OF EMPLOYMENT**

- 12.01 If an employee in the bargaining unit is planning to terminate his services with the hospital, he **must** give the Department Head a minimum of two (2) weeks notice writing. If this notice is not given or an employee is dismissed for just cause, then the Hospital will be absolved from any payment of any benefits on termination, except as required by the Employment Standards Act.
- 12.02 On termination of employment, an employee will be given a written reference of his/her work performance while an employee of the Hospital, if requested by the employee.

**ARTICLE 13 - RETIREMENT**

- 13.01 All employees in the bargaining unit shall be automatically retired on reaching sixty-five (65) years of age.

**ARTICLE 14 - DISABLED EMPLOYEES**

- 14.01 Employees who through physical disability are or become no longer capable of performing all of the normal functions of their work may at the discretion of the Hospital be retained in the employment of the Hospital provided suitable work is available. In such cases, the wage provisions of this Agreement may not apply for such employees, and the Hospital shall have the right to establish what it considers an equitable rate of pay on agreement with the Union.

**ARTICLE 15 - BOOKING OFF SHIFTS**

- 15.01 Employees must give the hospital at least twenty-four (24) hours notice of their intention to book off a shift, subject to the approval of the Hospital, considering patient care and the efficiency or illness. Otherwise an employee shall be liable for deduction from his pay of an amount equal to any premium pay necessarily paid to an employee who replaces him.
- 15.02 Employees may exchange shifts with 24 hours notice by agreement of both employees and their supervisor or designate. Such approval shall not be unreasonably withheld.
- 15.03 Employees are not permitted to give away shifts.

**ARTICLE 16 - REGULAR WORK WEEK (FULL-TIME EMPLOYEES)**

- 16.01 The Hospital **undertakes** to use its best efforts consistent with proper management of the Hospital to ensure that days off will be taken

consecutively and days off rotated so as to effect an equal distribution throughout the employees. The daily working hours shall be seven and one-half (7 1/2) consecutive hours **per** day. Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift. In no instance will an employee be required to work more than seven (7) consecutive days without receiving a day off.

#### **ARTICLE 17 - OVERTIME**

17.01 Authorized time worked in excess of seven and one-half (7 1/2) hours in one day will be counted as overtime worked with the understanding for employees in the nursing service, a period of not more than 15 minutes necessary to finish assigned work on an irregular basis shall be deemed as "tag end".

#### 17.02 Call-in Shifts

Part-time employees are to be scheduled equitably in accordance with the terms of the Collective Agreement. When all part-time employees in a department have their minimum requirement of hours, 33.00 hours (12 hour unit) or 37.50 hours (8 hour unit) in a two-week period, additional available hours will be offered to the most senior part-time until their maximum of 75 hours per two-week period has been accrued and so on down the list of part-time staff in the department. In areas where cross-pools exist (i.e. Emergency, Triage and Patient Registration) staff will be considered for additional regular shifts from the other pools before overtime is used. Reassignment of tasks or location is to be considered prior to using overtime.

#### **ARTICLE 18 -PAY DAYS**

18.01 It is agreed and understood by the parties hereto that pay days for duration of this Agreement shall be every second Thursday except that some latitude shall be allowed the pay office where a paid holiday occurs during the week.

#### **ARTICLE 19 - OFF TIME BETWEEN SHIFTS**

19.01 When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on the second shift in any less time than sixteen (16) hours after finishing the first shift, the employee shall be paid at overtime

rates for the period worked before the sixteen (16) hours time allowed for shift change has expired except when requested by the employee(s) and approved by the Hospital.

**19.02 Part-time Employees**

In the case of the Dietary Department, the time off will be twelve (12) hours between shifts so as to allow more consecutive working days for these employees. The parties agree that the implementation of this clause will not directly result in a reduction of the current full-time staff complement in the Dietary Department.

**ARTICLE 20 - MEAL AND TRAVEL ALLOWANCES**

20.01 Employees required to work more than two and one-half (2 1/2) hours immediately following the completion of a full shift shall be provided with a meal by the Hospital at regular meal time, except during the midnight shift in which case the Employer will compensate the employee with an amount not to exceed five (5) dollars in lieu of a meal.

20.02 In the event that an employee is required to travel on hospital business under circumstance considered to be unusual or that render it impossible for such employee to obtain his/her meal through normal channels, the Hospital will reimburse the employee for reasonable expenses incurred to purchase a meal.

20.03 Employees required to remain on Hospital premises during lunch breaks are to be paid one half (1/2) hour at overtime rates.

20.04 Should an employee be called back to duty or called in from stand-by, he shall be provided with taxi fare from and to his home, or if he uses his own automobile, he shall receive an allowance of twenty cents (20¢) per kilometre for the return trip to a maximum of four dollars (\$4.00) based on the distance from his home to the hospital.

**ARTICLE 21 - WORK SCHEDULES (FULL-TIME EMPLOYEES)**

21.01 Working schedules will be posted a minimum of four (4) weeks in advance. The Hospital will endeavour to arrange schedules so as to permit employees to have two (2) weekends off in every four (4) week schedule. Should an employee be required to work a third consecutive weekend, he/she shall be paid time and one-half for the regular hours worked on that weekend, and on subsequent week-

ends worked until a weekend off is scheduled save and except where:

- a) such weekend has been worked by an employee to satisfy specific days off required by such an employee and approved by the Hospital, or
- b) such employee has requested weekend work and approved by the Hospital, or
- c) such weekend is worked as a result of exchange of shifts with another employee and approved by the Hospital.
- d) where permanent shifts other than vacancies or newly created positions are instituted, they shall be offered to qualified staff within the department/unit and classification on a seniority basis. Where there is no acceptance of such a shift, the assignment shall be made to the least senior employee in the classification.
- e) regularly scheduled part-time hours of work/shifts will be distributed as equitably as possible among part-time employees.

21.02 Subject to work scheduling being dropped between December 15 and January 15, scheduling of five (5) days off at either Christmas or New Year's has been agreed upon for shift workers.

Christmas time off will include Christmas Eve day and Boxing Day.

New Year's time off will include New Year's Eve day and, where possible, January 2.

21.03 Subsequent to seven (7) consecutive shifts on **duty**, an employee shall have a minimum of two (2) consecutive days off.

21.04 All Employees

Where an employee is scheduled to work on a weekend, the employee shall also be scheduled (subject to availability of work) to work on any holiday which falls on a Friday or a Monday of such weekend. Where an employee is not scheduled to work a weekend, the employee will also not be scheduled to work on any holiday which falls on the Friday or Monday of such a weekend.

21.05 All Employees

An employee will be given a minimum of twenty four (24) hours notice of cancellation or shortening of any part of a 7.5 hour booked shift.

**ARTICLE 22 - HOLIDAYS (FULL-TIME EMPLOYEES)**

22.01 The following holidays shall be recognized by the Hospital as paid holidays:

New Year's Days	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11)
Dominion Day	Christmas Day
1 Float Holiday	Boxing Day

**ARTICLE 23 - VACATION REQUEST**

23.01 Vacation request sheets will be posted annually from January 1 to March 1 for employees desiring vacation during the period April 15 to December 31.

Vacation request sheets will be posted annually from November 1 to November 30 for employees desiring vacations during the period January 1 to April 15. Approved vacation shall be posted December 15 and April 1 and not changed without the written consent of the affected employee. Vacation requests submitted after approval deadlines shall be responded to within five (5) working days.

It is understood and agreed that the Hospital in settling of Schedules of Vacations will give preference of time at which employees wish to take their vacations to senior employees, but of necessity the Hospital must reserve the final decisions as to the scheduling of vacations.

An employee's request for specific dates shall not be unreasonably refused.

23.02 Vacation may be scheduled in single days.

**ARTICLE 24 - PAID PARKING**

- 24.01 While employees are on vacation or leave of absence for a calendar month or more, no deduction shall be made for parking.

**ARTICLE 25 - AGREEMENT BOOKLETS**

- 25.01 The Union and the Hospital will jointly bear the costs of a printed Collective Agreement.

**ARTICLE 26 - JOB DESCRIPTIONS**

- 26.01 The Hospital agrees to draw up job descriptions for all positions for which the Union is bargaining agent.

These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

- 26.02 An employee will be given a copy of her job description upon request.
- 26.03 Job descriptions shall not be altered or changed without prior discussion with Union.

**ARTICLE 27 - NO SEXUAL HARASSMENT**

- 27.01 The Hospital agrees that there will be no sexual harassment of workers by members of supervision or co-workers on the premises. Sexual harassment being defined as unwanted sexual attention of a physical nature, verbal abuse and any unwanted sexual attention. Such grievances under this clause would be subject to the grievance procedure.

**ARTICLE 28 - PUNCH CLOCK**

- 28.01 The use of the punch clock to calculate employee's hours will not be implemented.

**ARTICLE 29 - RPN INSERVICE TRAINING/EDUCATION**

- 29.01 The Hospital recognizes its responsibility to provide appropriate inservice training/education for all staff. To this end the Hospital is prepared to recognize and work with a committee of three (3) RPN's to investigate, discuss and provide where reasonable, appropriate, ongoing inservice training/education.
- 29.02 The Hospital agrees that RPN's will be allowed and encouraged to use the added skills (catheterization, asepsis #1, IV discontinuation, capillary blood glucose by glucometer) as outlined by the College of



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Nurses and following March 10, 1992, North Bay General Hospital nursing standards.

The Hospital agrees to review additional skills on a regular basis with the RPN Committee.

**ARTICLE 30 - RPN REGISTRATION**

- 30.01 RPN's must submit acceptable evidence of annual registration no later than February 15 each year. Failure to do so will result in a change in status to NRPN until such time as registration is received. Management will date and initial the back of the registration form to show that the employee has produced their registration.

**ARTICLE 31 - ADDRESS LIST**

- 31.01 The Hospital will provide the Union every April 1st, upon written request, with a list of addresses of all employees in the bargaining unit. Employees not wishing to have this information released to the Union must inform the Hospital in writing.

**ARTICLE 32 - HEALTH AND SAFETY**

32.01 Health and Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings and make the same available for review.

- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention Health and Safety Committee in accordance with the foregoing shall be granted and 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 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.

32.02 The Hospital will require employees performing the following functions to wear appropriate safety footwear

- 1) Maintenance
- 2) Grounds
- 3) Ambulance
- 4) Stores (only where frequently working in storage areas)
- 5) Portering (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.

### **ARTICLE 33 - CUPE CERTIFIED WORKER**

33.01 The Hospital accepts that one (1) CUPE member who is to Serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health & Safety Act. Any costs associated with the ini-

tial training of a certified worker will be paid by the Hospital or as may be prescribed pursuant to the Occupational Health & Safety Act.

**ARTICLE 34 - MEETING SPACE**

- 34.01 The Hospital shall provide sufficient meeting space to allow the Local Union to hold its monthly meeting on the Hospital premises, provided such space is available.

**ARTICLE 35 - VIOLENCE IN THE WORKPLACE**

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

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

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

**ARTICLE 36 - WORK-RELATED INJURY/MODIFIED WORK**

- 36.01 a) Work-Related Injury

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

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

- b) Modified Work

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability, the Hospital will meet with the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

**DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION**  
**BOARD/EMERGENCY MEDICAL SERVICES**

RE: UNIFORM - ISSUE

1.0 POLICY

In order to assure that all paramedic's are supplied with proper uniforms that meets the needs of the District of Nipissing. The uniforms will remain the property of DNSSAG/EMS and will be worn on official EMS activities only.

Cost savings to be realized by centralizing purchase and uniform issue. If a paramedic works for more than one service in the district, he/she will be issued one set as per prescribed below:

- 1.1 Initially, part-time will be issued the same as full-time, thereafter part-time/casual paramedic will be issued two trousers and two shirts.
- 1.2 4 shirts (short or long sleeve), 4 trousers, belt, 1 set of epaulettes per service worked (North Bay, Temagami, Mattawa, West/Ouest Nipissing), sweater, toque, 1 spring/fall jacket, 1 winter parka.
- 1.3 Boots, parkas, spring and summer jacket, belts will be replaced on a need-to basis.

2.0 PROCEDURE

- 2.1 Paramedic requiring a full uniform or part thereof: will complete a DNSSAB/EMS Paramedic Uniform Requisition
- 2.2 All requisitions will be approved by the Service Manager/Designate.
- 2.3 The requisition will then be faxed to the DNSSAB/EMS Office for approval and then faxed to the supplier for action.
- 2.4 The supplier will then measure and supply the uniform as defined on the requisition form.
- 2.5 Upon receipt of the uniform, the paramedic will sign the invoice as confirmation of such.
- 2.6 The operator will notify the DNSSAB/EMS manager of any staffing changes on an ongoing basis.
- 2.7 The operator will submit no later than January 15 of each year

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an updated Paramedic Staff Uniform List.

- 2.8 Upon termination of employment with the service with the District of Nipissing, all parts of issued uniforms will be returned to the operator of which he/she is employed as a Primary Service.

**LETTER OF INTENT**

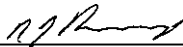
Full-Time Employees

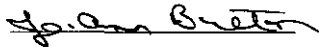
The Hospital agrees to make a conscientious effort to schedule its employees so that an employee receives approximately the same number of hours worked during each two (2) week pay period.

Dated at *North Bay*, Ontario, this *13th* day *December* of 2004.

For the Hospitals:

For the Union:

  
\_\_\_\_\_  
*Linda McCarthy*  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Josie Levesque*  
\_\_\_\_\_  
*Jacques E. Shank*  
\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
CUPE LOCAL 139

SUBJECT: 12-Hour Work Schedule for Emergency/Medical Attendants in Ambulance Department

The following terms of reference of implementing a 12-hour work schedule shall apply for the Emergency Medical Attendants in the Ambulance Department.

**TERMS OF REFERENCE**

**Objective:**

To establish a 12-hour work schedule for Emergency Medical Attendants in the Ambulance Department.

**Trial Period:**

The changes required to effect the 12-hour schedule will initially be for a trial period not to exceed 26 weeks. The new schedule will begin at the date to be mutually agreed upon.

**Paid Holidays:**

The Emergency Medical Attendant who is required to work on a paid holiday and works the majority of his hours on the paid holidays will be paid at the rate of time and one-half for all hours worked on such tour. All statutory holidays taken but not worked will be paid on the basis of a 7 1/2 hour shift - maximum 90 hours per year.

**Continuation and Discontinuation:**

- (1) The 12-hour work schedule shall be introduced into the Department upon termination of the designated trial period when:
  - (a) Eight percent (80%) of the Emergency Medical Attendants in the Department so indicate by secret ballot.
- (2) The 12-hour work schedule be discontinued in the Ambulance

Department with 60 days written notice by either party of intent to do so.

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then
- (a) The parties shall meet within two (2) weeks of giving the notice to review the notice of discontinuation; and
  - (b) Where it is determined that the 12-hour work schedule will be discontinued, affected Emergency Medical Attendants shall be given sixty (60) days notice before the schedules are so amended.

Scheduling:

It is acknowledged that while the parties have agreed to implement a modified schedule not to exceed 2,002 hours annually, on a trial basis, it is understood that the reference to "an average of seven(7) tours of twelve (12) hours" is to be read in conjunction with, and governed by, provision (c), Page 75 which states:

"In the course of a twelve (12) month period, the total regular hours per full-time equivalent will be 1950 hours."

In recognition of the mutual desire of the parties to maintain the "4 on/4 off" method of scheduling twelve (12) hour shifts, the Union agrees to waive the requirement of Article 21.01, Local Provisions, that two (2) weekends off be scheduled in every four (4) week schedule, and that weekends off will be scheduled as required to meet the "4 on/4 off" objective.

Shifts will generally be scheduled as follows:

- |     |                 |    |                   |
|-----|-----------------|----|-------------------|
| (a) | North Bay 2 VEH | a) | 0800 - 2000 hours |
|     | 1 VEH           |    | 0700 - 1900 hours |
|     | North Bay 1 VEH | b) | 1900 - 0700 hours |
|     | 1 VEH           |    | 2000 - 0800 hours |
|     | Powassan-       | c) | 1000 - 2200 hours |

(Part-time as schedule)

These shifts may change in the future to reflect departmental service demands.



In a two-week pay period, full-time Emergency Medical Attendants will be scheduled to work an average of seven (7) tours of twelve (12) hours.

The parties agree that:

- (a) No more than three (3) consecutive extended tours shall be scheduled unless mutually agreed upon between the Emergency medical Attendant and the Director. Each request will be considered on an individual basis.
- (b) There shall be no split shifts.
- (c) In the course of a twelve-month period, the total regular paid hours per full-time equivalent will be 1950 hours.

During the trial period, tour schedules shall be posted four (4) weeks in advance and shall cover an eight (8) week period. In the event of its continuation beyond the trial period, schedules shall be posted in accordance with the terms of this letter of understanding.

Participation:

All full-time and part-time Emergency Medical Attendants will be required to participate in the compressed work week for the trial period.

Suggestions and concerns:

During the trial period, the parties agree to meet at the local level to discuss suggestions or concerns in an effort to resolve them.

Shift Differential:

Shift premium will be paid on all hours worked between the hours of 1500 and 0700 hours.

Overtime:

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour tour.

Lunch and Rest Periods:

For each 12-hour tour there will be two (2) 30-minute unpaid meal breaks and three (3) 15-minute paid breaks, during each tour.

Sick Leave:

When an Emergency Medical Attendant is absent due to illness, he will be paid for the number of hours absent according to the scheduled extended

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tour and in accordance with the provisions of the Hospitals of Ontario Disability Insurance Plan.

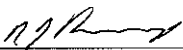
**Vacation:**


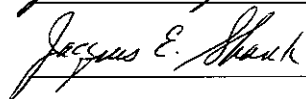
Each Emergency Medical Attendant is entitled to vacation according to the Collective Agreement with one week of vacation being the equivalent of 37.5 hours of paid time:

Dated at *North Bay*, Ontario, this *13th* day *December* of 2004.

For the Hospitals:

For the Union:

  
\_\_\_\_\_  
*Linda McCarthy*  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Joie Levesque*  
  
\_\_\_\_\_  
\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
CUPE LOCAL 139

SUBJECT: 12-Hour Work Schedule for Dispatchers in Ambulance Department

The following terms of reference of implementing a 12-hour work schedule shall apply for the Dispatchers in the Ambulance Department.

**TERMS OF REFERENCE**

**Objective:**

To establish a 12-hour work schedule for Dispatchers in the Ambulance Department.

**Trial Period:**

The changes required to effect the 12-hour schedule will initially be for a trial period not to exceed 26 weeks. The new schedule will begin at the date to be mutually agreed upon.

**Paid Holidays:**

The Dispatcher who is required to work on a paid holiday and works the majority of his hours on the paid holidays will be paid at the rate of time and one-half for all hours worked on such tour. All statutory holidays taken but not worked will be paid on the basis of a 7 1/2 hour shift - maximum 90 hours per year.

**Continuation and Discontinuation:**

- (1) The 12-hour work schedule shall be introduced into the Department upon termination of the designated trial period when:
  - (a) Eight percent (80%) of the Dispatchers in the Department so indicate by secret ballot.
- (2) The 12-hour work schedule be discontinued in the Ambulance Department with 60 days written notice by either party of intent to do so.

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then
- (a) The parties shall meet within two (2) weeks of giving the notice to review the notice of discontinuation; and
  - (b) Where it is determined that the 12-hour work schedule will be discontinued, affected Dispatchers shall be given sixty (60) days notice before the schedules are so amended.

Scheduling:

Shifts will generally be scheduled from 0700 to 1900 and from 1900 to 0700 hours. (Part-time as scheduled.)

These shifts may change in the future to reflect departmental service demands.

In a two-week pay period, Dispatchers will be scheduled to work an average of seven (7) tours of 12 hours.

During the trial period, tour schedules shall be posted four (4) weeks in advance and shall cover an eight (8) week period. In the event of its continuation beyond the trial period, schedules shall be posted in accordance with the terms of this letter of understanding.

Participation:

All full-time and part-time Dispatchers will be required to participate in the compressed work week for the trial period.

Suggestions and concerns:

During the trial period, the parties agree to meet at the local level to discuss suggestions or concerns in an effort to resolve them.

Shift Differential:

Shift premium will be paid on all hours worked between the hours of 1500 and 0700 hours.

Overtime:

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour tour.

Lunch and Rest Periods:

For each 12-hour tour there will be two (2) 30-minute unpaid meal breaks

and three (3) 15-minute paid breaks, during each tour.

Sick Leave:

When a Dispatcher is absent due to illness, he will be paid for the number of hours absent according to the scheduled extended tour and in accordance with the provisions of the Hospitals of Ontario Disability Insurance Plan.

Vacation:

Each Dispatcher is entitled to vacation according to the Collective Agreement with one week of vacation being the equivalent of 37.5 hours of paid time:

Dated at *North Bay*, Ontario, this *13th* day *December* of 2004.

For the Hospitals:

For the Union:

*[Signature]*

*[Signature]*

*Linda McCarthy*

*Josie Levesque*

*Jacques E. Shank*

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**LETTER OF UNDERSTANDING**

BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
CUPE LOCAL 139

SUBJECT: 12-Hour Work Schedule for Registered Practical Nurses in the Patient Care Services Department

A 12 hour workschedule for Registered Practical Nurses shall be introduced into any Unit when:

- (a) Eighty percent (80%) of the RPN's in the Unit so indicate by secret ballot, and
- (b) The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably or arbitrary manner.

Trial Period:

The changes required to effect the 12-hour schedule will initially be for a trial period not to exceed 26 weeks. The new schedule will begin at the date to be mutually agreed upon.

The trial will be monitored according to established criteria on a regular basis.

Paid Holidays:

The RPN who is required to work on a paid holiday and works the majority of his hours on the paid holidays will be paid at the rate of time and one-half for all hours worked on such tour. All statutory holidays taken but not worked will be paid on the basis of a 7 1/2 hour shift.

Continuation and Discontinuation:

A 12-hour work schedule may be discontinued in any Unit when:

- (a) Eight percent (80%) of the RPN's in the Unit so indicate by secret ballot.
- (b) The Hospital because of:
  - (i) adverse effects on patient care;

- (ii) inability to provide a workable staffing schedule, or;
- (iii) other reasons which are neither unreasonable nor arbitrary;

states its intention to discontinue the 12-hour work schedule.

When notice of discontinuation is given by either party in accordance with the terms of this Letter of Understanding, the parties shall meet within two (2) weeks of giving notice to review the request for discontinuation.

Where it is determined that the 12-hour work schedule will be discontinued, affected RPN's shall be given sixty (60) days notice before the schedules are amended.

### Scheduling:

The Hospital agrees that:

- (a) No more than three (3) consecutive extended shifts shall be scheduled unless mutually agreed upon between the RPN and her immediate Supervisor.
- (b) No split shifts.
- (c) At least two consecutive days off shall be scheduled between shifts.
- (d) Full-time RPN's will receive one weekend off in two.
- (e) An RPN shall not be required to work more than two weeks of nights to be followed by at least one week of the day shift unless necessary to achieve other scheduling objectives.
- (f) At least 48 consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.
- (g) A request for a change in posted time schedules must be submitted 48 hours in advance, in writing, by the RPN requesting the change, and co-signed by the RPN willing to exchange days off or shifts of duty. It is understood that such scheduled changes or days off initiated by the RPN are subject to the approval of the Hospital and shall not result in premium pay for either RPN.
- (h) An RPN shall be scheduled off duty for a period of not less than five consecutive days at either Christmas or New Year's. In the event of a dispute, seniority shall govern. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15 and January 15.

Participation:

All full-time and part-time RPN's will be required to participate in the compressed work week for the trial period.

Suggestions and concerns:

During the trial period, the parties agree to meet at the local level to discuss suggestions or concerns in an effort to resolve them.

Shift Differential:

Shift premium will be paid on all hours worked between the hours of 1500 and 0700 hours.

Overtime:

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour tour.

Lunch and Rest Periods:

For each 12-hour tour there will be forty-five (45) minutes of paid break and sixty (60) minutes of unpaid break, during the tour.

Sick Leave:

When an RPN is absent due to illness, he or she will be paid for the number of hours absent according to the scheduled extended tour and in accordance with the provisions of the Hospitals of Ontario Disability Insurance Plan.

Vacation:

Each RPN is entitled to vacation according to the Collective Agreement with one week of vacation being the equivalent of 37.5 hours of paid time:



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Dated at *North Bay*, Ontario, this *13th* day *December* of 2004.

For the Hospitals:

For the Union:

*[Signature]*

*[Signature]*

*Linda McCarthy*

*Joie Levesque*

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*Jacques E. Shank*

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**LETTER OF UNDERSTANDING**

BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
CUPE LOCAL 139

SUBJECT 12-Hour Work Schedule for Ward Clerks in the Emergency Department and for Clerk Typists in Patient Food Services

A 12 hour work schedule for Ward Clerks in the Emergency Department and for Clerk Typists in Patient Food Services shall be introduced into the departments when:

- (a) Eight percent (80%) of the Ward Clerks/Clerk Typists in the Department so indicate by secret ballot, or where there are less than five (5) Ward Clerks/Clerk Typists
- (b) The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably or arbitrary manner.

Trial Period:

The changes required to effect the 12-hour schedule will initially be for a trial period not to exceed 26 weeks. The new schedule will begin at the date to be mutually agreed upon.

The trial will be monitored according to established criteria on a regular basis.

Paid Holidays:

The Ward Clerk/Clerk Typist who is required to work on a paid holiday and works the majority of his hours on the paid holidays will be paid at the rate of time and one-half for all hours worked on such tour. All statutory holidays taken but not worked will be paid on the basis of a 7 1/2 hour shift.

Continuation and Discontinuation:

A 12-hour work schedule may be discontinued in any Unit when:

- (a) Eight percent (80%) of the Ward Clerks/Clerk Typists in the Department so indicate by secret ballot.

(b) The Hospital because of:

- (i) adverse effects on patient care;
- (ii) inability to provide a workable staffing schedule, or;
- (iii) other reasons which are neither unreasonable nor arbitrary;

states its intention to discontinue the 12-hour work schedule.

When notice of discontinuation is given by either party in accordance with the terms of this Letter of Understanding, the parties shall meet within two (2) weeks of giving notice to review the request for discontinuation.

Where it is determined that the 12-hour work schedule will be discontinued, affected Ward Clerks/Clerk Typists will be given sixty (60) days notice before the schedules are amended.

Shift schedules will be posted a minimum of four (4) weeks in advance and shall cover a period of eight (8) weeks full-time and four (4) weeks for part-time.

### Scheduling

The Hospital agrees that:

- (a) No more than three (3) consecutive extended shifts shall be scheduled unless mutually agreed upon between the Ward Clerk/Clerk Typist and her immediate Supervisor.
- (b) No split shifts.
- (c) At least two consecutive days off shall be scheduled between shifts.
- (d) Full-time Ward Clerks/Clerk Typists will receive one weekend off in two.
- (e) A Ward Clerk/Clerk Typist shall not be required to work more than two (2) weeks of nights to be followed by at least one (1) week of the day shift unless necessary to achieve other scheduling objectives.
- (f) At least forty-eight (48) consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.
- (g) A request for a change in posted time schedules must be submitted 48 hours in advance, in writing, by the Ward Clerk/Clerk Typist requesting the change, and co-signed by the Ward Clerk/Clerk Typist willing to exchange days off or shifts of duty. It is understood that

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such scheduled changes or days off initiated by the Ward Clerk/Clerk Typist are subject to the approval of the Hospital and shall not result in premium pay for either Ward Clerk/Clerk Typist.

- (h) A Ward Clerk/Clerk Typist shall be scheduled off duty for a period of not less than five (5) consecutive days at either Christmas or New Years. In the event of a dispute, seniority shall govern. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15 and January 15.

### Participation

All full-time and part-time Ward Clerks/Clerk Typists will be required to participate in the compressed work week for the trial period.

### Suggestions and Concerns

During the trial period, the parties agree to meet at the local level to discuss suggestions or concerns in an effort to resolve them.

### Shift Differential

Shift premium will be paid on all hours worked between the hours of 1530 and 0730 hours.

### Overtime

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour tour.

### Lunch and Rest Periods

For each 12-hour tour there will be forty-five (45) minutes of paid break and sixty (60) minutes of unpaid break, during the tour.

### Sick Leave

When a Ward Clerk/Clerk Typist is absent due to illness, she will be paid for the number of hours absent according to the scheduled extended tour and in accordance with the provisions of the Hospitals of Ontario Disability Insurance Plan.

### Vacation

each Ward Clerk/Clerk Typist is entitled to vacation according to the Collective Agreement with one (1) week of vacation being the equivalent of 37.5 hours of paid time.

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Dated at *North Bay*, Ontario, this *13th* day *December* of 2004.

For the Hospitals:

For the Union:

*R. J. [unclear]*

*J. [unclear] Breton*

*Linda McCarthy*

*Josie Levesque*

*Jacques E. Shank*

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**IMPLEMENTATION NOTE RE PREEXISTING CLAUSES.**

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.

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