

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
(at Emo Hospital)**

(hereinafter called the "Hospital")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
(and its Local 2593)**

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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 **wilt** not exceed *the* absentee's leave. The release or discharge of such persons shall not be *the* subject of a grievance or arbitration.

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

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

2.02 - Part-Time Commitment

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

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

2.03 - Regular Part-Time Employee

For the purposes of interpretation and clarification, part-time employees shall mean any employee who regularly works **less** than five (5) shifts per week, or who temporarily relieves full-time employees for a fixed term or task not to exceed six (6) months.

Part-time employees are classified under two separate categories namely:

(a) Regular part-time employees

Regular part-time employees shall mean those employees who make a written commitment to **the** Hospital to be available on a predetermined basis, as required and determined by the Hospital, and in respect of which there is no predetermined scheduling.

(b) Casual part-time employees

Casual part-time employees shall mean those employees who are employed on a relief *or* replacement basis and are available for call-ins as circumstances demand.

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

(c) It is understood that casual employees will be endeavouring to make themselves available for work at Christmas and New Years on an alternating basis.

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 representative; 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.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

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

5.03 - Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in **the** employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

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

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts **with** the terms of this agreement.

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

ARTICLE 6 - UNION REPRESENTATION **AND** COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members **will** engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except **as** specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 - Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall **apply**.

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

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

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

It is 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.

The parties agree that concerns regarding job descriptions may be referred to the Labour-Management Committee for discussion.

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

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), 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 seven (7) Hospitals accordingly.

6.05 - Union Stewards

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

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

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

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

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

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

~~6.06~~ - Grievance Committee

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

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to his 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 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, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who **will** deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if **they** so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then **be** held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 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 Hospital Administrator or his designee 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. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not **be** thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled **to** grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention **of** the employee(s). The grievance shall then be treated **as** being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. **A** claim **by** an employee who has completed his probationary period that he has been unjustly discharged or

suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee **with the Hospital at Step No. 3** 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 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. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar **days** after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 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.
- 7.17 **Any** employee covered by this Agreement who claims that he has been wrongfully dismissed or suspended shall have a reasonable opportunity to discuss such claim with the Union Steward, in private, before leaving the premises of the Employer, and any such claims shall be processed as a grievance if a written statement of such grievance **is** lodged **by** the employee through **the** Union Steward with the Department Head within seven (7) calendar days after the employee has **bee** notified **of the** termination **of** his employment or of his suspension.

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.

The corporation will deliver to Emo personnel file within forty-eight hours of the request.

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, casual employees hired prior to April 20, 1987 will be credited with *the* seniority for hours worked subsequent to October 10, 1986.

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;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 Effect of Absence

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

Unless otherwise provided in 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.
- (c) If 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.

- (d) Effective June 4, 1996, 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.

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

9.05 - Job Posting

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

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

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

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The 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.

An employee who is not successful in his application for a vacancy or a new position in the bargaining unit may inquire through the Director of Services or designate as to the reasons **why** he was unsuccessful.

9.06 - Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary **assignments** shall remain members of the bargaining unit.
- (b) **An** employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of *the* transfer he or she shall be credited with the seniority held at the time **of** transfer *and* resume accumulation *from* the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time **outside** the bargaining unit."

Implementation Note:

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

9.07 - Transfer of Seniority and Service

Effective (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 *for* purposes of vacation entitlement 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.

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

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

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

(d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as **is** necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

(ii) Committee Composition

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

(b) Placement

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

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

(c) Regional Redeployment Committee

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

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

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

9.12 - Separation Allowances

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

9.13 - Portability of Service

An employee hired **by** the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a farm 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.

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)(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 January 1, 1993.

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

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.

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 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.

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

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

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

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

There shall be no loss of service or seniority during such leave of absence and the employee(s) shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the **basis** of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within **thirty** (30) days of billing.

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

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

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be **granted** bereavement leave for three **(3)** consecutive calendar 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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be **paid** a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the **sum** of his or her weekly Employment Insurance benefits and any other earnings. Receipt by **the** Hospital **of** the employee's employment insurance cheque stub will serve as proof that the employee **is** in receipt of unemployment parental benefits.

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an 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 eighteen (18) weeks 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 who is an adoptive parent may extend the parental leave for such greater time **as** may be required by the adoption agency concerned to a maximum total of **six** (6) months.

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of **up** to eighteen (18) weeks while an 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 prepaid 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)

- (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.

- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected hospitals shall **be** terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank shall **be** utilized to:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall **be** that portion of any unused sick leave days under the former conditions relating to payout.
- (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

and Insurance Board as compensable within the meaning of the workplace Safety and Insurance Act, the hospital, on application from the employee will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- (d) There shall be no 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.
- (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.

NOTE: Provisions 13.c) **(3)** and 13.c) **(4)** shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.02 - Injury Pay

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

13.03 - Payment Pending Determination of WSIB Claims (FT)

An employee who is absent from work as a **result** of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under **the** short term sick leave plan. Payment will

be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital **that** any payments will be refunded to the Hospital following final determination of the claim by the Workplace **Safety & Insurance Board**. If the **claim** for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. **Any** payment under this provision will continue for a maximum of fifteen (15) **weeks**.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The following provisions designating regular hours on a daily tour and regular daily tours shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour scheduled.

- (a) The normal daily tour shall be seven and one-half (7 ½) hours exclusive of an unpaid meal period.
- (b) The regular daily tours of duty of an employee shall not exceed seventy-five (75) hours over a **two** (2) week period.

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 ¾) 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

If an employee is authorized to work in *excess* of the hours worked in clause (a) of Article 14.01 or seventy-five (75) hours over a two (2) week period, she shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate.

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.

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

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.

If an employee is required to work overtime for a **period of** fifteen (15) minutes or less, the **provisions of** Article 15.02 shall not apply. If an employee is required to work overtime for a period **of** sixteen (16) minutes or more, then overtime payment shall apply on all time worked **in excess of** the normal **daily hours of** work.

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

An employee who has left the Hospital premises and who is called in to work outside his regular scheduled hours shall be paid at time and one-half (1 ½) his regular straight time hourly rate of pay for all work performed with a minimum of four (4) hours pay **at** time and one-half (1 ½) his straight time rate, provided he has completed his previous scheduled shift and **except** to the extent that this four (4) hour period overlaps and extends into his regular shift in which case he shall receive pay only for the hours actually worked prior **to** the commencement of his regular **shift**. This clause does not apply to an employee on standby.

15.07 - Standby

- (a) **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 \$2.00 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.

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

15.08 - Temporary Transfer

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

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit **for** a period in excess of one-half (½) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of **the** assignment."

15.09 - Shift and Weekend Premium

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same forty-five (45¢) 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.

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)

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

16.04 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a **paid** holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS

17.01(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to Full-Time employees only)

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

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

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

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

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

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

Effective May 21, 1987, 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 May 21, 1987, 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.

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to part-time employees only)

Progression on Vacation Schedule (Part-time)

Effective May 21, 1987 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 May 21, 1987 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.

Effective September 29, 1989, vacation entitlement shall be as follows:

- (i) An employee who has less than one (1) year of continuous service as of December 31st shall be entitled to one (1) day of vacation for each month of service, to a maximum of ten (10) working days and he shall receive as vacation pay four percent (4%) of the salary earned during this period of employment.
- (ii) An employee who has one (1) year but less than two (2) years of continuous service as of December 31st shall be entitled to two (2) weeks vacation and shall receive as vacation pay four percent (4%) of the salary earned during the previous vacation year.
- (iii) An employee who has two (2) years but less than five (5) years of continuous service as of December 31st shall be entitled to three (3) weeks vacation and shall receive as vacation pay six percent (6%) of the salary earned during the previous vacation year.
- (iv) An employee who has five (5) years but less than fifteen (15) years of continuous service as of December 31st shall be entitled to four (4) weeks vacation and shall receive as vacation pay eight percent (8%) of the salary earned during the previous vacation year.
- (v) An employee who has fifteen (15) years but less than twenty-five (25) years of continuous service as of December 31st shall be entitled to five (5) weeks vacation and shall receive as vacation pay ten percent (10%) of the salary earned during the previous vacation year.

- (vi) An employee who has completed twenty-five (25) years or more of continuous service as of December 31st shall be entitled to six (6) weeks vacation and shall receive as vacation **pay** twelve percent (12%) of salary earned during the previous vacation year.

An employee terminating his employment any time during his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

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 commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

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

17.04 - Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$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 \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the **same** portion towards the billed premiums of these benefits **plans** as is currently contributed by the Hospital to the **billed** premiums of active employees.

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

- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union."

18.02 Change of Carrier

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

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

18.03(a) - Pension

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

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

18.03(b) Retirement Allowance

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

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

18.04 - Benefits for Part-Time Employees

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-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.

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

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

ARTICLE 20 - COMPENSATION

20.01 (a) - Job Classification

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

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen **(15) days** of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall

be based on **the** relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

20.01(b) - Job Descriptions

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

20.02 - Assignment of Duties From Another Classification

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

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

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

Payment of salaries and wages shall **be** in accordance with Schedule " A- attached and forming part of this Agreement.

Retroactive payment for the general wage increase and special adjustments shall be based on all paid hours from April 1, 1996. Employees who left the employ of the Hospital since April 1, 1996 are entitled to payment of the general wage increase only for the period April 1, 1996 to date of termination of employment.

Within fifteen (15) days after signing of the Collective Agreement the Hospital is to contact such employees who have left the employ of the Hospital since April 1, 1996 at the previous employee's address last known to the Hospital. Such employees will have thirty (30) days from the date on which the letter was sent to claim retroactive adjustment, failing which they **will** have no further claim.

Payment of salaries and wages shall be in accordance with Schedule " A- attached and forming part of this Agreement.

All changes in the new agreement shall become effective the date of signing unless otherwise specified.

20.05 - Progression on the Wage Grid

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

Effective May 21, 1987 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 May 21, 1987 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, 2001. 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 Port Huron, Ontario, this 28 day of June 2000.

FOR THE LOCAL UNION

Jinghwa
Dorothy Samie
Charlotte Mann

FOR THE HOSPITAL

A. C. B.
Prima Elliott

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2593

Position

Mtce. Repairman

	Start	1 Year	2 Year
	28277.83	28686.70	29129.70
	23 6.49	2390.56	2427.48
29.09.92 - 2.0%	4.50	14.71	14.94
29.09.93 - 1.0%	4.65	14.86	15.09
29.09.94 - 1.01%	4.79	15.01	15.24
01.04.97 - 1.0%	4.94	15.16	15.39
29.09.97 - 0.5%	5.02	15.23	15.47
01.04.98 - 1.0%	5.17	15.39	15.62
29.09.98 - 1.0%	15.32	15.54	15.78

01.04.99 - 1.0%	30170.56	30606.80	31079.45
	2514.21	2550.57	2589.95
	15.47	15.70	15.94

29.09.99 - 1.0%	30472.27	30912.87	31390.24
	2539.36	2576.07	2615.85

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

Cook 0600 - 1400

	27064.40	27371.12	27711.56
	2255.37	2280.93	2309.30
29.09.92 - 2.0%	13.88	14.04	14.21
29.09.93 - 1.0%	14.02	14.18	14.35
29.09.94 - 1.01%	14.16	14.32	14.50
01.04.97 - 1.0%	14.30	14.46	14.64
29.09.97 - 0.5%	14.37	14.54	14.72
01.04.98 - 1.0%	14.52	14.68	14.86
29.09.98 - 1.0%	14.66	14.83	15.01

01.04.99 - 1.0%	28275.93	28493.66	28566.89
	2406.33	2403.66	2406.89
	14.81	14.98	15.16

29.09.99 - 1.0%	29164.67	29495.19	29862.05
	2430.39	2457.93	2488.50
	14.96	15.13	15.31

29.09.00 - 2.0%	29747.96	30085.10	30459.29
	2479.00	2507.09	2538.27
	15.26	15.43	15.62

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2593

Position	Start	1 Year	2 Year
Registered Practical Nurse	29721.88	30369.04	30777.76
	2476.82	2530.75	2564.81
29.09.92 - 2.0%	15.24	15.57	15.78
29.09.93 - 1.0%	15.39	15.73	15.94
29.09.94 - 1.01%	15.55	15.89	16.10
01.04.97 - 1.0%	15.71	16.05	16.26
29.09.97 - 0.5%	15.78	16.13	16.34
01.04.98 - 1.0%	15.94	16.29	16.51
29.09.98 - 1.0%	16.10	16.45	16.67

01.04.99 - 1.0%	31711.27	32401.74	32837.82
	2642.61	2700.15	2736.48
	16.26	16.62	16.84

29.09.99 - 1.0%	32028.38	32725.76	33166.20
	2669.03	2727.15	2763.85
	16.42	16.78	17.01

29.09.00 - 2.0%	32668.95	33380.28	33829.52
	2722.41	2781.69	2819.13
	16.75	17.12	17.35

Aides - Dietary, Housekeeping, Laundry, Ward	29.09.92	26519.25	26757.40	26961.97
	2.0%	2209.94	2229.78	2246.83
		13.60	13.72	13.83

29.09.93 - 1.0%	13.74	13.86	13.96
29.09.94 - 1.01%	13.87	14.00	14.11
01.04.97 - 1.0%	14.01	14.14	14.25
29.09.97 - 0.5%	14.08	14.21	14.32
01.04.98 - 1.0%	14.22	14.35	14.46
29.09.98 - 1.0%	14.37	14.50	14.61

01.04.99 - 1.0%	28294.27	28548.36	28766.63
	2357.86	2379.03	2397.22
	14.51	14.64	14.75

29.09.99 - 1.0%	28577.22	28833.85	29054.29
	2381.43	2402.82	2421.19
	14.65	14.79	14.90

29.09.00 - 2.0%	29148.76	29410.52	29635.38
	2429.06	2450.88	2469.61
	14.95	15.08	15.20

CANADIAN UNION OF PUBLIC: EMPLOYEES

LOCAL 2593

Position

Activity Worker

	Start	1 Year	2 Year
	25317.08	26531.96	27531.13
	2109.76	2211.00	2294.26
29.09.92 - 2.0%	12.98	13.61	14.12
29.09.93 - 1.0%	13.11	13.74	14.26
29.09.94 - 1.01%	13.25	13.88	14.40
01.04.97 - 1.0%	13.38	14.02	14.55
29.09.97 - 0.5%	13.44	14.09	14.62
01.04.98 - 1.0%	13.58	14.23	14.77
29.09.98 - 1.0%	13.71	14.37	14.91

01.04.99 - 1.0%	27011.64	28307.83	29373.88
	2250.97	2358.99	2447.82
	13.85	14.52	15.06

29.09.99 - 1.0%	27281.75	28590.91	29667.62
	2273.48	2382.58	2472.30
	13.99	14.66	15.21

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

Student

	16770.00
	1397.50
29.09.92 - 2.0%	8.60
29.09.93 - 1.0%	8.69
29.09.94 - 1.01%	8.77
01.04.97 - 1.0%	8.86
29.09.97 - 0.5%	8.91
01.04.98 - 1.0%	8.99
29.09.98 - 1.0%	9.08

01.04.99 - 1.0%	17892.47
	1491.04

29.09.99 - 1.0%	18071.40
	1505.95
	9.27

29.09.00 - 2.0%	18432.83
	1536.07
	9.45

APPENDIX ON LOCAL ISSUES

BETWEEN:

**EMO HOSPITAL, of the Town of
Emo, in the District of Rainy River**

Hereinafter referred to as the "Employer",

OF THE FIRST PART

and

**EMO HOSPITAL LOCAL UNION 2593
of the Canadian Union of Public Employees**

Hereinafter referred to as the "Union",

OF THE SECOND PART

RECOGNITION

A-1

The Employer recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto, Ontario on the 22nd day of October 1981, the Canadian Union of Public Employees is the bargaining agent of all employees of Riverside Health Care Facilities Inc. at its hospital in Emo, Ontario, save and except professional medical staff, graduate and under-graduate nurses, paramedical personnel, office and clerical staff, supervisors, persons above the rank of supervisor and students employed during the school vacation period.

DEFINITIONS

B-1

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

B-2

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

MANAGEMENT RIGHTS

C-1

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

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and **suspend** or otherwise discipline employees, provided that a claim by a non-probationary employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing work, and the working establishment for the service;
- (d) manage the operation of the Hospital. To determine the number of personnel required, methods, procedures and equipment required in the operation of the Hospital;
- (e) make, enforce, and alter from time to time reasonable rules and **regulations** to be observed by the employees which are not inconsistent with the provisions of this Agreement.

C-2

These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

CHECK-OFF OF UNION DUES AND UNION SECURITY

D-1

The Hospital will deduct from the pay of an employee an amount equal to the current monthly Union dues. Union dues deduction shall be made on the first pay period of each month.

The Union from time to time shall notify the Hospital, in writing, to indicate the current amount of such dues. The dues deducted will be forwarded to the Union no later than ten (10) days beyond the **first** pay period, together with a list of names of the employees on whose behalf such deductions have been made.

D-2

The Union shall hold **the** Hospital harmless with respect to all dues so deducted and **remitted** and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

D-3

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

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

D-4

The Union further undertakes and agrees to refund to the Employer any monies paid to the Union pursuant to this Article 5 in error.

D-5

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

D-6 **Union Representation**

All reference to officers, stewards, and committee members of the Union *in* this Agreement shall be deemed to mean officers, stewards, and committee members of the duly chartered local constituted for this bargaining unit, all of whom are employees of the Hospital.

i) Stewards

In order to provide an orderly and speedy procedure for settling of grievances, the hospital acknowledges the right of the union to appoint or elect four **(4)** stewards whose **duties** shall be to assist any employee who the steward represents in preparing and in presenting **his** grievance in accordance with the grievance procedure as herein provided.

ii) Grievance Committee

The hospital will recognize a Grievance committee of two (2) employees to attend grievance meetings provided hereunder (Article 7).

iii) Negotiating Committee

The union may designate a Negotiating Committee consisting of *not* more than two (2) employees who shall represent the full-time and part-time bargaining units.

D-7

The Hospital or the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees in negotiations, grievance meetings, or other matters of mutual concern to the parties. The representative of the Canadian Union of Public Employees will make prior verbal arrangements with the Director of Services, or her designate to attend at meetings on the Hospital premises.

D-8

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Services of the Hospital and the Recording Secretary of the Union.

EMPLOYER'S GRIEVANCE

E-1

It is understood that the Employer may bring forward at any meeting held with the Committee any complaint with respect to *the* conduct of the Union, its officers or committee members or a member, which may affect the Hospital, and that if such complaint *is not* settled to the mutual satisfaction of the conferring parties, it may be treated **as** a grievance and reduced to writing and the written grievance sent **to** the President of the Local Union 2593 or to his designated representative of the **said** Local.

E-2

If such complaint is not settled to the satisfaction of the Employer, the President of the Local Union or his designated representative shall, within ten (10) **days** after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

E-3

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) days after the mailing or

delivery **of** the written grievance to the President of the Local Union or his designated representative, the Employer may within ten (10) days after the receipt of the reply, or within twenty (20) days after the mailing or delivery of the grievance in case no written reply **is** received, refer the grievance to arbitration in accordance with Article 8 of this Agreement.

E-4

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

REPRIMANDS

F-1

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

F-2

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

SENIORITY AND JOB SECURITY

G-1 Seniority List

A *seniority* list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. A copy of the seniority **list** will be filed with the Union after **the** execution of the Agreement and a revised **list will** be supplied **twice** annually **in** February and October.

A seniority list shall be established for all part-time employees covered by this Agreement who have completed their probationary period. **A** copy of the seniority **list will be** filed with the Union **after** the execution of the Agreement and a revised list will be supplied twice annually in February and **October**.

Any objection by an employee or the Union to the accuracy of the seniority list must be made in writing to the Nurse Administrator within thirty (30) calendar days of the **date** the list was posted. If no objections are received within the **thirty (30)** day period, the list will be deemed to be accurate.

G-2

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

HOURS OF WORK

H-1(a) Scheduling of Shifts {Full-time Only}

- (a) Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work.
- (b) Tours **of** duty schedules and days off will be posted at least four (4) weeks in advance.

Requests for change in posted time schedules must be **submitted** in writing and co-signed by an employee *in* the same classification willing to exchange days off or tour of duty. It is understood that such change in tour of duty initiated **by** the employee and approved **by** the Employer shall not result in overtime payment.

- (c) The Hospital undertakes to use its best efforts consistent with the needs of adequate patient care to schedule work to permit **all** employees to receive one (1) weekend off in four (4).
- (d) The Employer will give each employee a day off on either New Year's Day or *Christmas* Day on an **alternating** basis from year to year **unless** otherwise agreed by the Employer **and** the employee.

H-1(b) - Scheduling of Shifts (Part-time Only)

- (a) The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive shifts without his/her consent.
- (b) Shift schedules shall be posted except in cases of emergency, four (**4**) weeks in advance and shall cover a four (4) week period.
- (c) The Hospital undertakes to use its best efforts consistent with the needs **of** adequate patient care to schedule work to permit **all employees** to receive one (1) weekend off in four (4).

H-2 Call-in Pay (Part-time Only)

An employee who *is* called in to work will receive a minimum of four (4) hours pay at his/her regular rate of **pay**.

PAID HOLIDAYS

I-1

The following shall be recognized as holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
* Float Day	Boxing Day

- * Each full-time employee **who** has completed his/her probationary period shall receive a floating holiday.

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

I-2

The following regulations will govern *the* granting of holidays for full-time employees:

- (1) Employees who are not required to work on the above holidays shall be given the day off with pay if they qualify.
- (2) Holiday pay, for an employee working the standard hours per day, as set out in provision 15.01 (a), **is defined as** the amount of **straight** time hourly **pay** exclusive of shift premium which an employee would have received had he worked a normal **shift** on the holiday in question.
- (3) When a holiday falls within an employee's vacation period, and he qualifies for payment of the holiday, subject to (5) of this Article, it shall be added to his vacation period or scheduled at a mutually agreeable time.
- (4) When a holiday **falls** on an employee's **day** off and he qualifies for payment of the holiday subject to (5) above, he will be granted another day off at a mutually agreeable time.
- (5) A regular full-time employee who is required **to** work on such paid holiday shall be paid at the rate of time and one-half (**1 1/2**) his regular straight time hourly rate of pay for such work and shall be granted a day off with pay.

- (6) A casual part-time employee will be paid at his/her overtime rate for working on Statutory Holidays as designated in the Employment Standards Act.

I-3

The Employer will endeavour to schedule vacations in order of employee's seniority; however, once an employee has indicated a preferred vacation **period**, he may not then exercise seniority rights to change the stated period.

In order for seniority to apply, vacations for the period June 1st to September 30th must be requested by March 15th.

I-4

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

I-5

An employee terminating his employment any time during his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

I-6

An employee will not *be* permitted to hold over any portion of unused vacation entitlement from one year to the next.

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

SICK LEAVE

J-1

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

J-2

Sick leave benefits will cease on termination of employment or on reaching normal retirement age or on death.

J-3 Modified Work

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

Therefore:

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

J-4 Workers Compensation

The hospital agrees to provide the employee with a copy of the Workers Compensation Board Form 7 **at** the same time it is sent to the Board.

The hospital agrees to send a copy of the notice **of** objection to a WCB claim to the affected employee.

J-5 Union Business

Leaves **of** absence for union business shall be granted **up** to an aggregate maximum of twenty-five (25) days during one calendar year. It is agreed that not more than two (2) employees shall be absent on such leave at the same time.

HEALTH AND WELFARE

K-1

The full-time employees in the bargaining unit as set out in Article 2.01 of the Collective Agreement are participants in the Health and Welfare benefits as are presently carried for full-time employees by the Riverside Health Care Facilities Inc. at its Hospital in Emo, Ontario.

MISCELLANEOUS

L-1 Bulletin Board

The Employer will provide a large bulletin board, which will be available for posting of notices affecting employees.

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

L-2 Compulsory Retirement

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

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

L-3 Notice of Termination by Employee

Every employee shall **give** at least two (2) weeks' notice of termination of his employment.

L-4

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

L-5 No Outside Advertising

No outside advertising for any vacancy within the Bargaining Unit will be placed until present Union members who have applied have been interviewed.

L-6

All employees performing housekeeping cleaner duties, as noted below, will receive the rate of pay for Housekeeping Cleaner, as per the Collective Agreement, as amended from time to time, for the Canadian Union of Public Employees, Local 795, and Riverside Health Care Facilities Inc.

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

Housekeeping cleaner duties will be distributed equitably.

These duties will normally be scheduled once a week, or as determined by the employer, on a project basis. Within six (6) months the intermingling of housekeeping aide and housekeeper cleaner duties will be resolved at the Labour Management Committee.

ACCIDENT PREVENTION

M-1 Health and Safety Committee

- (a) The Employer 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 & Safety Committee **at** least one (1) 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 programmes 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 & Safety Committee **in** accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time *for* which the representative(s) shall be paid by the Hospital at his regular or premium rate **as** may be applicable.
- (g) The Union agrees **to** endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties **if**, in the professional opinion of the employee's physician, the pregnancy may be at risk. **If** such a transfer **is** not feasible, the pregnant employee, **if** she so requests, will **be** granted an unpaid leave of absence before commencement *of* the maternity leave referred to in Article 14.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

M-2 Health and Safety

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

IN-SERVICE TRAINING

N-1

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

VIOLENCE IN THE WORKPLACE

O-1

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

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

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

Signed and dated at Fort Frances, Ontario this 28 day of

June 19 2000

For the Hospital

[Signature]
Norma Elliott

For the Union

[Signature]
[Signature]
Charlotte Mann

LETTER OF UNDERSTANDING

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #2593, EMO HOSPITAL

The hospital undertakes to encourage Registered Nursing Assistants (R.N.A.'s) to upgrade their skills to the present level of those being acquired by the graduating R.N.A.'s. Further, the hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

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

Signed and dated at Port Francis, Ontario this 28
day of June, 192000

For the Hospital

[Signature]

For the Union

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL #2593, EMO HOSPITAL**

Persons with three or more vacation weeks may schedule five individual days of vacation. The remaining vacation days must be taken in five day blocks corresponding **with** five consecutive working days.

This applies to full-time and part-time employees with full rotations.

Signed and dated at Port Francis, Ontario this 28
day of June, 19-2000

For the Hospital

A. C. G.

For the Union

Jerry Kawa
Dorothy Gamie
Charlotte Mann

LETTER OF UNDERSTANDING

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #2593, EMO HOSPITAL-

Effective January 19, 1993, in recognition of her responsibilities as 0600 to 1400 hours Cook, Charlotte Mann will receive forty-nine cents (.49 cents) per hour in addition to her normal wage.

Signed and dated at Fort Frances Ontario this 28
day of June, 192000

For the Hospital
[Signature]
Inema Elliott

For the Union
[Signature]
Donny Gamie
Charlotte Mann

LETTER OF UNDERSTANDING

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

AND

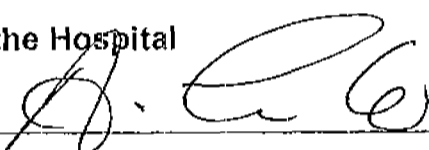
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL #2593, EMO HOSPITAL

The parties agree to refer the issue of vacation utilization to the next scheduled Union-Management Committee Meeting.

The parties agree to the above proposals and further agree to place them in the Collective Agreement.


In witness whereof the parties have caused their names to be subscribed by their duly authorized officers and representatives this day of June, 2000 in Emo.

For the Hospital



Irma Elliott

For the Union



Dorothy Garnie
Charlotte Manna

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #2593, EMO HEALTH CENTRE**

RE: VOLUNTEERS

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

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

Signed and dated at Fort Frances, Ontario this 28 day of June, 2000.

For the Hospital

A. C. G.
Dr. Ma. Elliott

For the Union

J. Mykawa
Dorothy Gamis
Charlotte Mann