

COLLECTIVE AGREEMENT

BETWEEN

**LONDON HEALTH SCIENCES CENTRE
(Victoria Campus)**

AND

**THE CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 468**

Expiry Date: March 31, 2006

TABLE OF CONTENTS

ACCESS TO PERSONNEL FILE	51	LETTERS OF UNDERSTANDING	59/60
APPENDIX "A"	62/63	LOSS OF SENIORITY	17
ARBITRATION	14	MANAGEMENT RIGHTS	6
BENEFIT BOOKLETS	48	OVERTIME	45
BREEAVEMENT LEAVE	29	PAID HOLIDAYS	37
CALL BACK PAY	50	PARENTAL LEAVE	27
DENTAL PLAN	47	POLICY GRIEVANCE	13
DISCHARGE AND SUSPENSION		PREGNANCY LEAVE	25
GRIEVANCE	12	PROBATIONARY PERIOD	16
DISTRIBUTION OF OVERTIME	45	RELATIONSHIP	3
DURATION OF AGREEMENT	57	RETROACTIVITY	56
EDUCATION LEAVE	31	SALARY SCHEDULE	64
EFFECT OF ABSENCE	30	SCOPE OF AGREEMENT	3
EXTENDED HEALTH PLAN	46	SENIORITY	15
GENERAL	51	SICK LEAVE	31
GENERAL PURPOSE	3	STANDBY PAY	50
GRIEVANCE PROCEDURE	10	STRIKES AND LOCKOUTS	6
HEALTH AND WELFARE	46	SUPPLEMENTARY VACATION	41
HOURS OF WORK	42	TECHNOLOGICAL CHANGES	24
JOB POSTING	18	TRANSPORTATION ALLOWANCE	50
JOB SECURITY	51	UNION REPRESENTATION	8
JOB SHARING	53	UNION SECURITY	7
JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	52	UPGRADING	49
JURY AND WITNESS DUTY	30	VACATIONS	39
LAYOFF AND RECALL	19	VIOLENCE AGAINST WOMEN	61
LEAVE OF ABSENCE	24	WAGE SCHEDULE	48

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01** The Hospital recognizes the Union as the sole and exclusive bargaining agent of all office and clerical employees of the Hospital save and except Supervisors, persons above the rank of Supervisors, Secretaries to the President, Executive Vice Presidents, Directors and Managers, person employed in a confidential capacity in the Nursing Administration Office, Financial Services Department, Human Resources Department, Information Systems Department, Office of the President, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation and persons covered by subsisting collective bargaining relationships with the Hospital established under the *Ontario Labour Relations Act*.
- 1.02** Further, for the purpose of clarity, Health Records Administrators and Health Records technicians are not included in the above bargaining unit.

ARTICLE 2 - GENERAL PURPOSE

- 2.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Hospital. It is the desire of the parties hereto to co-operate and harmoniously work together in promoting mutual interest in the operation of the Hospital.

ARTICLE 3 - RELATIONSHIP

- 3.01** The Hospital agrees that for the duration of the Agreement it will not enter into any other agreement or contract with any of the employees in the bargaining unit

either individually or collectively which will not conform to the provisions of this Agreement.

- 3.02** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employees because of membership or non-membership in the Union.
- 3.03** The Hospital shall supply the union executive members with a list of management supervisors and persons above the rank of supervisors in those departments staffed by any member of the bargaining unit. Such list will be as at January 1st and July 1st of any given year.
- 3.04** A new employee will have the opportunity to meet with a representative of the Union, in the employ of the Hospital, for a period of up to thirty (30) minutes during the corporate orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with the Union and the Collective Agreement. Such meeting may be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 3.05** It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, handicap, age, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 3.06 (a)** Every person who is an employee has a right to freedom from harassment in the workplace by the Hospital or agent of the Hospital or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap. ref: ***Ontario Human Rights Code***, Section 5 (2).

(b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Hospital or agent of the Hospital or by another employee. ref: **Ontario Human Rights Code**, Section 7 (2). The right to freedom from harassment in the workplace applies also to sexual orientation.

(c) “Every person has a right to be free from:

I) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought to reasonably to know that it is unwelcome; or

II) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. ref: **Ontario Human Rights Code**, Section 7 (3).

(d) An employee who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

NOTE: “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. ref: **Ontario Human Rights Code**, Section 10 (1).

3.07 The Hospital and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the **Human Rights Code**.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

4.01 The Union agrees that for the duration of this Agreement it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union which will stop, curtail or interfere with the operation of the Hospital. The Hospital agrees that there will be no lockouts of its employees for the duration of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Hospital to:

(a) Maintain order and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of employees.

(b) Hire, retire, discharge, direct, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee within the bargaining unit who has completed her probationary period has been discharged or disciplined without cause, may be the subject of a grievance and dealt with in accordance with the grievance procedure.

(c) To operate successfully the Hospital as a public institution intended to provide adequate Hospital and clinical services to the patients in a manner consistent with the obligation of the Hospital to the general public in the area, which will not be interfered with by this Agreement.

5.02 It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE 6- UNION SECURITY

- 6.01** The Hospital will deduct, as a condition of employment, from each employee in the Bargaining Unit, an amount equivalent to such monthly dues as are uniformly levied upon all the members in accordance with the constitution and by-laws of the Union, which deductions shall be made from each pay of each such employee. The amount of such dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Treasurer of the Union before the fifteenth (15th) day of the month following the month in which such deductions were made, unless otherwise required by the governing law. The Hospital shall also provide the Union with a list of the names of the employees from whom the deductions have been made, home location, social insurance numbers, as well as terminations, and additions from the preceding month.
- 6.02** The Hospital shall, when remitting such sums, provide the Union with the address, department, and social insurance number of new employees on the first deduction along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.
- 6.03** The Hospital shall notify the Union of the names of temporary employees in the month following their engagement, and who are still on staff at the time of such notification indicating the approximate time for them to complete the specific assignment involved. The provisions of the collective agreement shall apply to all such temporary employees who are engaged to work on a full-time basis for a temporary period for the purpose of replacing employees who are absent from work due to sickness, accident, vacation, leave of absence, for a period in excess of one (1) month and which are not expected to exceed three (3) months in duration, except in the case of combined pregnancy and parental leaves which

are not expected to exceed fifty-two (52) weeks or parental leave of up to thirty-seven (37) weeks duration, or who are engaged to perform projects or assignments for a period in excess of one (1) month and which are not expected to exceed three (3) months in duration.

6.04 The Hospital agrees to include the annual total of dues deducted on each employee's T4 slip.

ARTICLE 7- UNION REPRESENTATION

7.01 The Hospital will recognize the following Union representatives for the purpose of dealing with Union business as provided for in this Collective Agreement as follows:

- (a)** Negotiating Committee: A committee of up to seven (7) employees.
- (b)** Grievance Committee: A committee of three (3) employees.
- (c)** Union Committee: A committee of four (4) employees.
- (d)** Union Stewards on the basis on one (1) for every twenty-five (25) employees to act as Union stewards in the handling of grievances.
- (e)** The Union acknowledges that such employees have regular duties to perform in connection with their employment and that only such times as will not interfere with the performance of their duties of employment can be granted by the Hospital. Such employees will not leave their regular duties without first obtaining the permission of their Department Head and/or Designate which will not be unreasonably withheld before undertaking the above mentioned or any Union business which could not normally be conducted after the employee's regular shift. When such

Union business has been completed, the employee will so report to her Department head and/or Designate.

- 7.02** With this understanding, necessary and reasonable time spent for such purposes during the employee's regular shift will be permitted without loss of the employee's regular rate of pay up to, but not including, arbitration in the case of negotiations and grievances.
- 7.03** The assistance of a member of the staff of the Union and/or Union Steward shall be available to such employees representing the Union at any meeting with the Hospital which is directly concerned with the settlement of grievances, contract renewal negotiations or Union-Management meetings.
- 7.04 (a)** The Union Committee and the Hospital shall meet every month unless otherwise agreed at times mutually agreed upon, providing there is business for their joint consideration. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting.
- (b)** If an urgent meeting is requested by either party, such request will, where possible, be made forty-eight (48) hours prior to the meeting and will indicate the agenda of the subjects to be discussed.
- 7.05 (a)** It is understood that in dealing with grievances the Hospital will meet with a Grievance Committee of three (3):

The Grievor

The Chairperson or Designate

Union Steward

Staff Representative of Union (as provided in 7.03)

(b) For the purposes of negotiating collective agreements and amendments to collective agreements, the Hospital will recognize and deal with a committee of up to seven (7):

The Chairperson or Designate

Up to six (6) selected from the designated representatives

Staff Representative of the Union (as provided for in 7.03)

7.06 The Union shall keep the Hospital notified in writing of the names of the Union Executive members and Union Stewards and will keep such list up to date.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the Parties hereto that complaints of employees shall be dealt with as quickly as possible, and it is understood that an employee has no formal grievance until the complaint has been referred to her immediate supervisor with whom it shall be discussed within ten (10) calendar days after the employee became or reasonably should have become aware of the circumstances giving rise to the complaint. The employee shall be entitled to the assistance of a steward at this stage of the grievance procedure.

8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Union representative. In the case of a suspension or discharge, the Hospital shall notify the employee of this right in advance.

8.03 The immediate supervisor shall give a decision to the employee's complaint within ten (10) calendar days, and failing settlement, the complaint shall then become a grievance to be dealt with in the following manner and sequence:

Step No. 1

The aggrieved employee shall present her grievance in writing and shall be entitled to the assistance and attendance of the steward, to her department head or designate within ten (10) calendar days following the receipt of the immediate supervisor's decision. Failing settlement then;

Step No. 2

Within ten (10) calendar days after the decision is given at Step No. 1 the grievance may be submitted to the Manager, Labour Relations or her designate for consideration at a meeting with the Union Committee to be held within ten (10) calendar days following presentation of the grievance at this step.

- 8.04** The decision of the Hospital will be given within ten (10) calendar days following such meeting.
- 8.05** Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievance as one (1) grievance subject to all applicable provisions under the grievance procedure.
- 8.06** Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference or question may be submitted to arbitration as hereinafter provided, and if no request for arbitration is made within twenty-one (21) calendar days after the decision under Step No. 2 is given, it shall be deemed to have been settled.

8.07 Any grievance procedures dealing with promotions, demotions, transfers, recalls, and layoffs shall be submitted directly to the Manager, Labour Relations or her designate within ten (10) calendar days after the employee became or reasonably should have become aware of the circumstances giving rise to the grievance, who shall provide a written answer within ten (10) calendar days after its presentation. Within ten (10) calendar days after receipt of the Manager, Labour Relations, or her designates decision, the grievance may be processed through Step No. 2 of the grievance procedure and may be submitted to arbitration in accordance with the arbitration provision of this Agreement.

ARTICLE 9 - DISCHARGE AND SUSPENSION GRIEVANCE

9.01 A claim by an employee who has completed the probationary period that she has been unjustly discharged or suspended shall be treated as a grievance commencing at Step No. 2 of the Grievance Procedure, if a written statement of such grievance, signed by the employee, is lodged by the employee or a member of the Union with the Manager, Labour Relations or her designate within ten (10) calendar days after the employee has received her discharge or suspension notice.

9.02 It is agreed that the President of the Local or her designate will be notified of the dismissal or suspension of a seniority rated employee. The Hospital agrees that the Bargaining Unit President or her designate will be notified in writing of the discharge of an employee. A copy of the discharge letter will serve as such notification.

9.03 Such grievance may be settled by confirming the Hospital's action in dismissing the employee, or by reinstating the employee with or without compensation, or in such manner as is deemed just and equitable in the opinion of the conferring

parties or Arbitration Board. Such compensation however, shall not exceed the amount which the employee would normally have earned.

ARTICLE 10- POLICY GRIEVANCE

- 10.01** Any difference arising directly between the Hospital and the Union involving the interpretation or alleged violation of this Agreement and which could not be subject of a grievance by an individual employee, may be submitted in writing by either party and dealt with as a grievance in the following manner.
- 10.02** In the case of such grievance by the Union it is to be submitted to the Manager, Labour Relations or her designate who shall provide a written answer within ten (10) calendar days after its presentation. Within ten (10) calendar days after receipt of the Manager, Labour Relations or her designates decision; the grievance may be processed through Step No. 2 of the grievance procedure and may be submitted to arbitration in accordance with the provisions of Article 8.06 of this Agreement.
- 10.03** In the case of such a grievance by the Hospital, it shall be presented in writing to the Union which shall within ten (10) calendar days thereafter provide a written answer. Failing settlement, the Hospital will submit the grievance within ten (10) calendar days following such an answer for consideration at a meeting between the Union and the Hospital. The meeting between the Union and the Hospital will be held within ten (10) calendar days after the grievance was first presented in writing to the Union. The Union's answer will be given in writing within ten (10) calendar days following the meeting as hereinafter provided, and if no request for arbitration is made within twenty-one (21) calendar days after the decision by the Union is given, it shall be deemed to have been settled.

ARTICLE 11- ARBITRATION

- 11.01** When either party requests that any matter be submitted to arbitration as hereinbefore provided, the request shall be made in writing. Within fourteen (14) calendar days after receipt of such request both parties shall provide the names of their nominee to the Board of Arbitration.
- 11.02** If within fourteen (14) calendar days thereafter the two (2) so nominated cannot agree upon the name of a third arbitrator to act as Chairperson of the Board of Arbitration, a request shall be addressed to the Minister of Labour of Ontario, and he shall appoint the third arbitrator. Each of the parties shall pay the expense of its own nominee and one-half the fees of the Chairperson.
- 11.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04** No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the grievance procedure.
- 11.05** In no event shall the Board of Arbitration have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by arrangement which, in its opinion, is necessary for the decision to be just and equitable.
- 11.06** Proceedings before the Arbitration Board will be expedited by the parties hereto and the decision of the majority of the Arbitration Board shall be the decision of the Board, provided that if there is no majority, the decision of the Chairperson shall govern and the decision will be accepted as final and binding by the parties.

11.07 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

11.08 Time Limits

The time limits specified here may be extended by the mutual written consent of the parties.

ARTICLE 12 - SENIORITY

12.01 Seniority shall be defined as:

(a) Length of service with the Hospital within the scope of the bargaining unit prior to the date of Certification

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(b) Length of service within the bargaining unit on and after the date of Certification.

12.02 (a) A seniority list of employees as at January 1st and July 1st of each year, according to the records of the Hospital, will be posted and provided to the Union on or before February 1st and August 1st respectively.

When supplying the seniority list to the Union, the Hospital will include a list of employees in the bargaining unit showing their classification and employment status.

(b) The Hospital shall provide the Union with a current seniority list indicating name, classification, status and seniority of all employees in the bargaining unit in the event of a long-term layoff.

When supplying the seniority list to the Union, the Hospital will include a list of employees in the bargaining unit showing their classification and employment status.

12.03 Probationary Period

An employee will be considered on probation until the employee has completed three (3) months continuous full-time employment within this Bargaining Unit. Upon completion of such probationary period, the employee's name will be placed on the seniority list with seniority dating from the commencement of the employee's probationary period. Accordingly, the discharge of a probationary employee shall not be made the subject of the grievance or arbitration provisions of this Agreement. Furthermore, the Parties agree that such standard amounts to a lesser standard than just cause in accordance with the provisions of the ***Labour Relations Act*** and does not constitute a difference between the Parties.

It is further understood that the probationary period may be extended with the written consent of the Hospital and agreed to in writing by the probationary employee and the President of the local Union or her designee.

12.04 The release from employment of a temporary employee whose term of employment has expired shall not be the subject of the grievance or arbitration provisions of this collective Agreement.

12.05 An employee shall lose all seniority after she is promoted or transferred from the bargaining unit, and does not return to a bargaining unit position before the expiration of six (6) months. Such temporary period may be extended with the

written consent of the Union and employee, with no loss of seniority for the duration of the extension.

12.06 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have terminated her employment if she:

- 1)** Voluntarily leaves the employ of the Hospital or is retired.
- 2)** Is discharged and is not reinstated through the grievance or arbitration procedure.
- 3)** Is laid off for a period of more than twenty-four (24) months.
- 4)** Is absent from work without permission for three (3) consecutive working days unless reasons justifiable to the Hospital are given.
- 5)** Fails to return to work on termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 6)** Fails to notify the Hospital within seven (7) calendar days after her deemed receipt of notice of recall of her intention to return to work or fails to work within seven (7) days following her deemed receipt of notice. The deemed receipt of notice date shall be three (3) calendar days following date of postmark.
- 7)** Is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

This provision shall be interpreted in a manner consistent with the ***Ontario Human Rights Code***.

ARTICLE 13 - JOB POSTING

13.01 (a) Where the Hospital creates a new position or is filling a vacant position, the Hospital shall post a notice thereof on the bulleting board for a period of seven (7) calendar days. Members of the Bargaining Unit may apply for such opening during the posting period. The Hospital shall consider all such applications and reach its decision based upon the skill, ability, qualifications, experience and job efficiency of the applicants concerned. Should these factors be considered by the Hospital to be relatively equal amongst the employees who have applied, seniority shall govern, providing the employee in question has the qualifications to perform the available work. Should no applicant be considered suitable, in the opinion of the Hospital, or if there are no applicants, the Hospital may fill the vacancy in such manner as it sees fit. It is understood that any such opening may be filled by the Hospital on a temporary basis, not to exceed three (3) months, during the course of this procedure, if deemed necessary by the Hospital such temporary period may be extended by mutual agreement of the Parties. Within seven (7) calendar days of the date of acceptance of the successful applicant to the vacant or newly created position, the name of the successful applicant shall be posted on the bulleting board for a minimum of fourteen (14) calendar days. The local shall be provided with names of the successful applicants. If no applicant is appointed, then the Local shall be so notified. Where an employee is required to attend a job interview within the Hospital during her regular working hours, permission to do so will not be unreasonably withheld.

A copy of the job posting(s) will be sent to the President of COPE Local 468 within seven (7) calendar days.

(b) At the request of the employee, the Hospital will discuss with the unsuccessful applicant ways in which she can improve for future postings.

13.02 It is understood that temporary vacancies, the duration of which are not expected to exceed three (3) months, or twelve (12) months in the case of pregnancy or parental leave, and which are expected to be filled by temporary employees, will not be posted.

13.03 If a bargaining unit employee is successful in obtaining a vacancy through a job posting, the Hospital will effect the change as soon as reasonably possible but no later than four (4) weeks after the selection has been made by the Hospital.

13.04 An employee selected as a result of a posted vacancy or a temporary vacancy as defined in Article 13.02 need not be considered for a further vacancy for a period of up to six (6) months from the date of her selection.

ARTICLE 14 - LAYOFF AND RECALL

14.01 (a) In the event of layoff in a department or unit, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job Bargaining Unit employees who then have the ability to perform the work.

(b) An employee who is subject to layoff pursuant to Article 14.01 (a) shall have the option to either:

I) Accept the layoff, or

II) bump an employee who has lesser Bargaining Unit seniority and who is the senior employee in an equal or lower paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of such equal or lower paying classification without training other than orientation. Such employee so bumped shall be laid off.

- III) An employee who is subject to layoff according to the above procedure shall herself be entitled to exercise her bumping rights.
- IV) Subject to Article 14.01 (II) (b) above, full-time employees may only bump full-time employees and part-time employees may only bump part-time employees in a layoff situation.
- V) An employee shall be entitled to have Union representation at the time of being issued a notice of layoff.

14.02 (a) The Hospital shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than thirteen (13) weeks, three (3) months notice in writing provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the ***Employment Standards Act***.

(b) There shall be at least four (4) months notice to the Union in the event of a proposed layoff for a period in excess of thirteen (13) weeks.

(c) The Hospital shall meet with the Union to review the following:

- I) The reason(s) causing the layoff.
- II) The services which the Hospital will undertake after such layoff, and employees to be laid off.

(d) Any agreement between the Hospital and the Union concerning the method of implementation of such layoff shall take precedence over the terms of this Article.

(e) I) In all other cases of layoff, the Hospital shall give each employee in the Bargaining Unit who has acquired seniority and the Union, two (2) weeks notice provided, however, such notice shall not be required if the layoff occurs because of an act of God or any other condition or occurrence beyond the reasonable control of the Hospital.

II) Where a vacancy occurs in a position following a layoff, as a result of which an employee has bumped to another position, the affected employee will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of the layoff. Where the employee returns to his/her former position there shall be no obligation to consider the vacancy under article 13.01

(f) The job posting provisions take precedence over any recall rights that employees may have under this Agreement.

14.03 (a) Before issuing notice of long term layoff (i.e. for a period of more than thirteen (13) weeks) pursuant to Article 14.02 (a) and following notice pursuant to Article 14.02 (b), the Hospital will make offers of early retirement allowance in accordance with the following conditions.

I) The Hospital will first make offers in order of seniority within the department(s) or unit(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.

II) The Hospital will make such offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable), whether or not they participate in the hospital pension plan.

III) The number of early retirements the Hospital approves will not exceed the number of employees in that department or unit and classification who would otherwise be laid off.

If an employee in the department or unit referred to in (I) does not accept the offer, the Hospital will then extend the offer, on order of seniority, to eligible employee(s) in the department or unit where an employee who has been notified of a long term layoff elects to displace in accordance with Article 14.01 (b).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of twenty six (26) weeks salary.

(b) Where an employee has received individual notice of long term layoff under Article 14.02 (s) such employee may resign and receive a separation allowance as follows:

I) Where an employee resigns effective within thirty days after receiving individual notice of long term layoff, (i.e. for a period of more than thirteen (13) weeks) she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

II) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, (i.e. for a period of more than thirteen (13) weeks) 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 will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

14.04 (a) Employees shall be recalled to available work in their own or lower classification in the order of their seniority, provided that they are qualified to perform such available work. Employees engaged under this provision shall be credited with their seniority up to the day of layoff and not accumulate seniority during the period of layoff.

(b) An employee entitled to be recalled shall be notified by registered mail to her last known address on record with the Hospital and shall have ten (10) days to indicate in writing whether she will return to her job. This notice shall be deemed to have been received on the fifth (5th) day following day of mailing.

14.05 In the event of a layoff an employee, the Hospital shall pay its share of insured benefit premiums up to three (3) months from the date in which the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to a further three (3) months. Such payment can be made through the Payroll Office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff and arranges with the Hospital the appropriate payment schedule.

14.06 Temporary employees who are covered by the provisions of this Collective Agreement shall not be entitled to exercise displacement rights as described in

Article 14.01 above against any other employee covered by this Collective Agreement.

ARTICLE 15 - TECHNOLOGICAL CHANGES

15.01 The Hospital undertakes to notify the Union in advance, so far as is practicable, of any technological changes or reorganization which the Hospital has decided to introduce which will result in significant changes on the employment status of employees. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect upon employees concerned, including appropriate training programs. An employee with one or more years of continuous service, who is subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest feasible time in keeping with the notification to be given to the Union as set forth above.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Hospital will grant leave of absence without pay aggregating not more than sixty (60) days per calendar year to employees selected by the Union to attend Union conferences, seminars or training courses provided that not more than one (1) representative be chosen from a department and provided that, further, the Hospital shall not be required to consider the request for such leave in respect of more than six (6) employees at any one time; it being also understood that requests for such leaves are to be submitted in writing to the Manager, Labour Relations at least fourteen (14) days prior to the commencement of the function for which leave is requested and shall state the particulars thereof. Any such leave granted shall be contingent upon the department head being satisfied that having regard for proper operation of the Hospital, the employee can be spared.

16.02 A leave of absence without pay and without loss of seniority or service will be granted for a period not exceeding three (3) months during a calendar year to one (1) employee for the purpose of assuming full-time employment with the Union, provided the Hospital shall not be obligated to renew such leave.

16.03 During any such leave of absence as provided in Article 16.01 or 16.02, the employee's salary and applicable benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital of the full cost of such salary and applicable benefits.

16.04 The Hospital may grant leave of absence without pay to any employee for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Any such leave of absence shall be requested in writing at least two (2) weeks prior to the commencement of the leave, unless such notice is impossible to give, and shall be confirmed in writing.

16.05 Pregnancy Leave

(a) In accordance with the provisions of the *Employment Standards Act*, except where amended in this provision, and employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding her due date shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding her due date.

An employee on leave as set out above who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the ***Unemployment Insurance Act***, shall be paid a supplemental unemployment benefit. That benefit will be the equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

The employee shall give the Hospital four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish the Hospital with the Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which her delivery will occur in his opinion. An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) weeks' notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Hospital may request the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the

pregnancy. The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave for up to seventeen (17) weeks from the commencement of the leave.

The Hospital will continue to pay for full time and regular part time employees its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions if any.

No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing two (2) weeks' prior to the expiry of the leave of absence for pregnancy. 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 position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

16.05 Parental Leave

(b) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the ***Employment Standards Act***, except where amended in this provision.

An employee who has taken a pregnancy leave under Article 16.05 (a) is eligible to be granted a parental leave of up to thirty-five (35) weeks duration in accordance with the **Employment Standards Act**. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent is eligible to be granted a parental leave of up to thirty-seven (37) weeks duration. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon the 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 on leave as set out above who has applied for and is in receipt of Unemployment Insurance Parental Benefits pursuant to Section 20 of the **Unemployment Insurance Act**, shall be paid a Supplemental Unemployment Benefit. That benefits will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee does not have any vested right except to receive payments for the covered Unemployment period. The Plan provides that payments 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.

Credits for seniority and service shall accumulate while an employee is on Parental Leave.

The Hospital will continue to pay to full time and regular part time employees, its share of the premiums of the subsidized employee benefits in which the employee is participating for up to thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution if any.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if she had not been on parental leave the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

16.06 Bereavement Leave

(a) An employee who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse", for the purposes of bereavement leave will include a partner of the same sex. Where an employee does not qualify under the above noted condition, the Hospital may nonetheless grant a paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay.

16.06 (b) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 16.06 (a) above.

16.07 Jury And Witness Duty

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

- I) Notifies the Hospital immediately on the employee's notification that she will be required to attend court;
- II) Presents proof of service requiring the employee's attendance;
- III) Deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

16.08 Effect of Absence

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, unless otherwise provided. In addition, the employee will be responsible for full payment of any subsidized employee benefits in which she is participating for the period of the absence in excess of thirty (30) continuous calendar days, except that the Hospital will continue to pay

its share of the premium for up to eighteen (18) months while the employee is in receipt of W.S.I.B. benefits, provided that the employee also maintains any share of contributions for which she is responsible. The employee may arrange with the Hospital to pre-pay to the Hospital the full premiums of such subsidized employee benefits for the period of absence in excess of thirty continuous calendar days to ensure the employee's continued coverage. Notwithstanding this provision, seniority shall accrue if the employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability covered by Employment Insurance.

16.09 Education Leave

(a) 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.

(b) 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 her employment qualifications.

ARTICLE 17 - SICK LEAVE

17.01 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

17.02 Effective the first of the month following the transfer, the existing sick leave plan shall be terminated, and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

17.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the plan set out in Article 17.01. The “sick leave bank” shall be utilized to:

(a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and

(b) Where a payout provision existed under the former sick leave plan in the collective agreement, payout shall be made on the termination of employment, or in the case of death, to the employee’s estate. The amount of the payout shall be a settlement at the employee’s then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this Agreement.

(c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing, and she shall be entitled to the same cash out provisions as set out in paragraph (b) above, providing she subsequently achieves the necessary service to qualify her for payout under the conditions of the sick leave plan in which she participated as of the date of this Agreement.

(d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who, as of the date of this Agreement, 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 Act**, the Hospital, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, to the employee by such amount that the award of Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal on hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workplace Safety and Insurance Benefits.

17.04 Employees shall notify the Department Heads or designated representatives of the Hospital at least one (1) hour, or two (2) hours in the case of afternoon or night shifts, before their scheduled time of duty on the first day of illness when not available for duty, except where failure to do so has been justified to the satisfaction of the Hospital.

Employees shall notify the Department Heads or designated representative of the Hospital at least two (2) hours before the commencement of their next scheduled shift, or before the end of the preceding work day for areas working straight days, of their intention to return to work on their next scheduled shift.

An employee who has been ill for five (5) or more working days must report to the Occupational Health Nurse and complete a sickness report as set forth below. Upon completion of this report and after receiving clearance to return to work, the employee will be issued a return to work clearance slip from the Occupational Health Nurse which must be presented to the employee's supervisor.

When an Occupational Health Nurse is not on duty, the employee may return to work without first receiving clearance from an Occupational Health Nurse on his/her next shift when an Occupational Health Nurse is on duty.

Notwithstanding the foregoing, an employee who is absent with a communicable disease or an absence on Workplace Safety Insurance Benefits may not in any case return to work without first obtaining clearance from an Occupational Health Nurse.

The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a physician in the specialty concerned, and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that the opinion will be final, provided that within a period of not more than four (4) days following such examination the employee and/or the Union may make representation for the consideration of the physician concerned prior to the release of his opinion. It is agreed that the report of the specialist will be made available to the Union on request, providing the "specialist" agrees.

If the Hospital requires the employee to obtain a medical certificate, the Hospital shall pay the full cost of obtaining the certificate.

17.05 There shall be not pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on Workplace Safety and Insurance Benefits.

17.06 (a) Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to a grievance and arbitration under the provisions of this Agreement.

(b) The Union agrees that it will encourage an employee to utilize the carrier's medical appeals process, if any, to resolve disputes.

17.07 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 (4th) and subsequent period of absence in any calendar year.

17.08 (a) Employees unable to get to work due to weather conditions will not be paid for missed time unless the employee elects to:

- I)** Use vacation accumulation;
- II)** Use accumulated overtime (if available)'
- III)** Make up the required time (if work available);
- IV)** If an employee is absent for a reason considered legitimate in the opinion of the Hospital, then the employee shall be entitled to use a portion of her sick leave to offset the period of absenteeism. This period shall be limited to not more than two (2) days, and the decision of the Hospital shall be conclusive. A legitimate reason refers to circumstances of a highly unusual elemental nature, which makes it impossible for an employee to attend work provided that in each case it is for the Hospital to

make the decision as to whether or not the reason put forward by the employee for not attending work was legitimate.

(b) Employees who must attend medical or dental appointments during their regularly scheduled shift, must consult with their Supervisor and provide adequate notice of such appointments and will not be paid for missed time unless the employee elects to:

- I)** Use vacation accumulation;
- II)** Use accumulated overtime (if available);
- III)** Make up the required time (if work available)

17.09 For employees whose regular hours of work are more than 7.5 hour shifts, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled shift to a total of five hundred sixty-two and one half (562.5) hours. All other provisions of the existing plan shall apply proportionately.

17.10 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 a claim for Workplace Safety and Insurance 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 Workplace Safety and Insurance benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave portion of the disability income plan (HOODIP or equivalent 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 and Insurance Board. If the claim for Workplace Safety and Insurance 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 portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following shall be recognized as Paid and Civic Holidays:

New Year's Day	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The third Monday in February shall be replaced with the words "Heritage Day when and if proclaimed by Legislation.

18.02 On order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of her working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- a)** Verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;

- b)** Layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;

- c)** A leave of absence for a period not exceeding five (5) calendar days inclusive of the holiday;

- d) Vacation granted by the Hospital;
- e) The employee's regular scheduled day off.

The onus is on the employee to provide evidence satisfactory to the Hospital as to why she was unable to present herself at work.

18.03 Holiday pay for employees whose regular hours of work are 7.5 hour shifts or greater, will be computed on the basis of the employee's regular straight time hourly rate of pay time 7.5 hours.

18.04 (a) An employee who qualifies under Article 18.02, and is required to work on any of the above named holidays, will receive pay at the rate of time and on half (1 ½) the employee's regular straight time rate of pay for work performed between the hours of 0001 and midnight on such holiday.

In addition, the employee whose shift commences on the day the holiday is observed will receive a lieu day off of seven and on half (7½) hours at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the worked holiday. Such lieu day off is to be selected by the employee and the Department Head by mutual agreement. Failing such agreement, the lieu day will be scheduled by the Department Head. Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one half (7½) hours each.

(b) For the purposes of this Agreement, Holidays that fall on a Saturday and/or Sunday shall be observed on the following Monday and/or Tuesday for employees who are regularly scheduled Monday to Friday.

18.05 Where any of the aforementioned Paid Holidays fall on or is observed by the Hospital on an employee's regularly scheduled day off and is not required to work, she will receive an additional day off in lieu thereof.

18.06 An employee entitled to holiday pay above shall not receive sick leave pay to which she may otherwise have been entitled.

ARTICLE 19 - VACATIONS

19.01 (a) Vacations with pay are earned for services rendered. It is understood that all vacation entitlements shall be calculated on a "real time" basis and must be posted on or before May 1st in any year. Subject to compliance with the staffing requirements as determined by the Department Head, selection of vacation period(s) within any department or section will be on the basis of an employee's Bargaining Unit seniority, provided that vacation requests are submitted to the Hospital in accordance with the following schedule:

- I)** For the period April 1st to May 31st, vacation requests must be submitted in writing by February 15th. Vacation requests approved by the Hospital will be posted by March 1st.
- II)** For the period June 1st to October 31st, vacation requests must be submitted in writing by April 15th. Vacation requests approved by the Hospital will be posted by May 1st.
- III)** For the period November 1st to March 31st, vacation requests must be submitted in writing by September 15th. Vacation requests approved by the Hospital will be posted by October 1st.

Where an employee has not requested vacation time in writing by September 15th, the Hospital shall schedule such vacation time in consultation with the employee.

(b) Any carryover of vacation from one vacation year to the next vacation year may be approved by the Department Head in accordance with the Hospital policy.

19.02 Employees with less than one (1) year of continuous service shall be entitled to vacation with pay at their regular rate of pay accumulated at 5/6th of a day for each completed month of service to a total of ten (10) working days as follows:

After 4 months	3
5	4
6	5
7	6
8	7
9	8
10	8
11	9

and

provided that if leaving employment, severance is after giving two (2) weeks' notice. Vacation entitlement upon termination, where notice of less than two (2) weeks is given, shall be calculated at four percent (4%) of total salary for the period qualifying the employee for vacation.

19.03 On completion of one (1) year of continuous service employees shall be entitled to vacation earned at the rate of 1.25 days per each completed month of service to a total of fifteen (15) working days.

On completion of five (5) years of continuous service, the vacation entitlement shall be earned at the rate of 1.66 days for each completed month of service to a total of twenty (20) working days.

On completion of fifteen (15) years of continuous service, the vacation shall be earned at the rate of 2.08 days for each completed month of service to a total of twenty-five (25) working days.

Effective April 1, 2005 on completion of thirteen (13) years of continuous service, the vacation entitlement shall be earned at the rate of 2.08 days for each completed month of service to a total of twenty-five (25) working days.

On the completion of twenty-three (23) years of continuous service, the vacation entitlement shall be earned at the rate of 2.50 days for each completed month of service to a total of thirty (30) working days.

Effective April 1, 2005 on completion of twenty-two (22) years of continuous service, the vacation entitlement shall be earned at the rate of 2.50 days for each completed month of service to a total of thirty (30) working days.

19.04 Supplementary Vacation

The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

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

19.05 When a Paid Holiday, as defined in this Agreement, fall within an employee's vacation period, an extra day of vacation shall be allowed to be taken at a time mutually agreed on, or an extra day's pay, at the option of the employee.

19.06 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation, shall have her vacation rescheduled and after all other vacation periods have been granted in accordance with article

19.01 providing the employee provides satisfactory evidence to her Department Head of such illness. If, during the employee's vacation, she becomes incapacitated and is confined to bed under the care of a Medical Doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled in accordance with article 19.01. The employee is responsible for notifying the Department Head of such incapacitation when it occurs. The employee may be required to justify the illness in writing to the Hospital's Occupational Health Physician.

19.07 The vacation entitlement for an employee working extended shifts shall be calculated in the equivalent hours.

ARTICLE 20 - HOURS OF VORK

20.01 The regular working week shall be thirty-seven and one half (37½) hours exclusive of meal time or shall average seventy-five (75) hours exclusive of meal time in a two (2) week period. Before any change is made by the Hospital in the length of a shift seven and one half (7½ hours) with respect to one or more employees, the Union shall be consulted.

Extended shifts of eleven and one quarter (11¼) hours, exclusive of a total of forty-five (45) minutes of unpaid meal time, shall be implemented where the Hospital determines that it is appropriate. This does not preclude the Hospital and the Union from agreeing to an extended shift schedule other than eleven and on quarter (11¼) hours. Where the Hospital and the Union agree to an extended shift, other than eleven and on quarter (11¼) hours, the applicable provisions of the Collective Agreement will be amended, if necessary , by the Parties at the time of such agreement.

20.02 The Hospital will, whenever practicable, arrange the work schedule so that days off will be on a rotation basis with not more than six (6) working days between

days off. For employees working extended shifts of eleven and one quarter (11¼) hours, the number of working days between days off will not exceed three (3) unless mutually agreed between the employee and the Supervisor, and the Union.

20.03 Work schedules of four (4) weeks duration shall be posted at least two (2) weeks in advance. The Hospital will notify the affected employees of any changes therein resulting from sickness, emergency situations and such other factors and, in any event, the Hospital will endeavour to keep such changes to a minimum.

20.04 (a) Failure to provide twenty-two (22) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty-two (22) hour period. Where the twenty-two (22) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s) such premium payment shall not apply.

(b) For employees working extended shifts of eleven and one quarter (11¼) hours, failure to provide twenty-four (24) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one half (1½) time the employee's regular straight time hourly rate for only those hours which reduce the twenty-four (24) hour period. Where the twenty-four (24) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s) such premium shall not apply.

20.05 (a) Each employee will be allowed one fifteen (15) minute relief period in each half of the full shift without reduction in pay and without increasing the employee's regular hour of work. Where an employee is required to work a minimum of three and three quarter (3¾) hours in excess of seven and one half

(7½) hours in a day, she will be allowed one (1) fifteen (15) minute relief period without reduction in pay at a time to be scheduled by the Hospital.

(b) Employees working extended shifts of eleven and on quarter (11¼) hours will be entitled to relief periods during the shift of a total of (45) minutes without reduction in pay at a time to be scheduled by the Hospital.

20.06 An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which fall within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For the purposes of shift differential as per Article 20.06, the evening shift is defined as 1500 to 2300 hours and the night shift is defined as 2300 to 0700 hours. Employees working extended tours which end after 1700 hours shall be paid evening or night shift differential for each hour worked outside of 0700 to 1500 hours.

Employees who are working and receiving an overtime premium shall be ineligible for the aforementioned shift premiums.

20.07 An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

20.08 Employees who report for any scheduled shift will be guaranteed at least three and three quarter ($3\frac{3}{4}$) hours of work, or if no work is available, will be paid at least three and three quarter ($3\frac{3}{4}$) hours unless work is not available due to conditions beyond control of the Hospital. The reporting allowance as outlined herein, shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 21 - OVERTIME

21.01 (a) An employee shall receive payment at the rate of time and one half ($1\frac{1}{2}$) the basic straight time hourly rate for all authorized hours worked in excess of seven and one half ($7\frac{1}{2}$) hours in a day or seventy-five (75) hours in a bi-weekly period; however, where an employee performs overtime work on each of her regularly scheduled days off, she shall be paid double her regular rate of pay for all overtime hours worked in excess of the full shift on the second and subsequent days off.

(b) Where an employee works on an extended shift schedule, she shall receive payment at the rate of time and one half ($1\frac{1}{2}$) the basic straight time hourly rate for all authorized hour worked in excess of the extended shift.

21.02 It is understood that there will be no pyramiding of any premium rate on top of another premium rate.

21.03 Distribution of Overtime

The Hospital will endeavour to distribute overtime evenly among all regular employees within a department who normally perform the work.

The Hospital will not schedule overtime for a department where a layoff is in effect.

21.04 For the purpose of clarifying Article 21.01, the parties hereto agree to the following: Subject to staffing requirements and by mutual consent, the employees may take compensation time off in lieu of pay for authorized hour worked in excess of the normal hours of work at the rate of one and on half (1½) hours for each hour of work, provided the employees have otherwise qualified for overtime payment in respect of such hours. Staffing requirements will remain the decision of the Department Head or such Supervisor.

ARTICLE 22 - HEALTH AND WELFARE

22.01 All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment 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.

22.02 The Hospital will pay on hundred percent (100%) the monthly premium of semi-private coverage for hospitalization. Those eligible shall include all members of the bargaining unit who are enrolled in the Plan with the Hospital in accordance with the provisions of the Plan and who are in the active payroll of the Hospital.

22.03 The Hospital will pay one hundred percent (100%) of any premium costs for Medical/Hospital coverage should the current Health Care Levy tax be replaced by another form of coverage.

22.04 Extended Health Plan

The Hospital agrees to pay seventy-five percent (75%) of the billed rate of the Extended Health Care Plan, including hearing aids with a maximum of four hundred dollars (\$400.00) per person every thirty-six (36) months and vision care with a maximum of one hundred and fifty dollars (\$150.00) per person every

twenty-four (24) months for all bargaining unit employees who are enrolled in the Plan subject to the provisions of the Plan. Effective **October 18, 2005**, the Extended Health Care Plan shall provide for vision care with a maximum of one hundred and eighty-five dollars (\$185.00) per person every twenty-four (24) months for all bargaining unit employees who are enrolled in the Plan subject to the provisions of the Plan. Effective **October 18, 2005**, coverage will include one eye exam every second year. For clarity, this benefit is in addition to the vision care. The coverage for private duty nursing shall be limited to a maximum benefit of ninety (90) eight (8) hour shifts per calendar year. The Extended Health Care Plan will cover drugs, including contraceptives, sera, and injectables available only by prescription when prescribed by a physician or dentist. Drugs and supplies available without a prescription and required as a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, Parkinsonism and heart disease.

22.05 Dental Plan

Subject to the requirements of the carrier, eligible employees in the bargaining unit who have so selected, shall be entitled to participate in the Group Dental Plan, Blue Cross #9 or its equivalent at the current ODA schedule, subject to the terms and conditions of the Plan. The Dental Plan will provide recall oral examinations once every nine (9) months, and Blue Cross rider #2 (or equivalent) complete and partial dentures at 50/50 co-insurance to one thousand dollars (\$1000.00) annual maximum, and Blue Cross rider #4 (or equivalent) crowns, bridge work and repairs to same at 50/50 co-insurance to one thousand dollars (\$1000.00) annual maximum.

The Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of eligible participating employees under the Plan, and such employees shall pay the remaining premium through payroll deduction.

22.06 The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employment of the Hospital under the Group Life Insurance Plan in effect.

22.07 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the levels of benefits conferred thereby are not decreased. The Hospital will advise the Union of any changes in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

22.08 Benefit Booklets

The Hospital shall provide or otherwise make available to the Union and bargaining unit employees, a copy of the current benefit booklet, which outlines the benefits, set out in Article 17 and 22.

ARTICLE 23 - WAGE SCHEDULE

23.01 (a) (I) Wage rates, classifications, and steps within such classifications shall be those as provided for the Appendices A and B

(II) The above wage adjustments (as described in Appendices A and B) resolve any and all issues of pay equity maintenance to date and the Parties further agree that future Collective Bargaining Settlements or Awards will be deemed to resolve any future issues relating to pay equity maintenance without any specific reference to male comparators. It is understood and agreed that the Parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(b) An employee who is promoted to a higher rated position in the bargaining unit shall have a new anniversary date for purposes of wage progression, which shall be the date of the promotion.

23.02 In the event a new classification is established or the Hospital makes a substantial change in the job content of an existing classification within the scope of the bargaining unit during the life of this Agreement, the Hospital will notify the Union of such new or substantially changed classification and a range of wage rates before the implementation of such classification. The Parties shall then meet and endeavour to agree upon the rate within a period of thirty (30) days after such notification. Such rates shall be set in an amount which has regard to job content and its appropriate relationship to other wage rates in the wage schedule. Should the Parties be unable to agree upon such rates within the foregoing thirty (30) day period, the matter may, within a further period of ten (10) days thereafter, be referred by either party to arbitration for final determination and in accordance with the arbitration provisions of this Agreement.

23.03 In all cases of promotions, the employee shall receive the minimum of the new level or be put on to the next step of such level which will grant her an increase of no less than twenty-five (\$.25) cents per hour. The promoted employee will retain her previous anniversary date.

23.04 Upgrading

Where an employee is assigned to perform the duties and responsibilities of a higher paid classification and does perform such duties and responsibilities for one half ($\frac{1}{2}$) shift or more worked, she shall be paid as follows:

- I)** At a step in the range of the higher classification reflecting the next higher dollar amount which grants the employee an increase of no less than twenty-five (\$.25) cents per hour.

II) The higher payment shall be effective on the commencement of such assignment for all hours worked at the higher classification.

ARTICLE 24 - CALL BACK AND STANDBY

24.01 Standby

An employee required to standby or remain available for call back on other than regularly scheduled hours shall be paid at the rate of two dollars and ten cents (\$2.10) per hour of standby time. Paid hours for call back shall be deducted from hours for which the employee receives standby pay.

24.02 Call Back

An employee who is called back to perform emergency work after completing her regular shift and having left the Hospital property, shall be paid for a minimum of four (4) hours at time and one half (1½) except to the extent that such four (4) hour periods overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

24.03 Transportation Allowance

For callbacks shall be paid as follows:

Taxi fare (with receipts).

OR

Ten dollars (\$10.00) per round trip if personal automobile is used.

ARTICLE 25 - JOB SECURITY

25.01 The Hospital will not contract out any work with the objective of affecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The Parties agree to consult on a monthly basis or as may be otherwise mutually agreed, as to the Hospital's requirements for the contracting out of services.

ARTICLE 26 - GENERAL

26.01 The Hospital agrees to provide suitable bulletin boards for the Union notices which shall be signed by a member of the Union Executive.

26.02 Where the female gender is used in this Agreement, it is agreed that the male gender shall also be construed in the application and interpretation of this Agreement.

26.03 A copy of this Collective Agreement shall be provided by the Union to each employee covered by this Agreement. The cost of producing and printing will be shared equally by the Hospital and the Union.

26.04 Access to Personnel File

An employee shall, upon written request made a reasonable time before the time of viewing, have and opportunity to view her personnel file in the presence of the Vice President of Human Resources or his designate.

26.05 It is the employee's responsibility to provide the Hospital and the Union with her current home address and telephone number. If the employee fails to do this, the Hospital will not be responsible for failure to notify the employee for any purpose including recall.

26.06 A copy of any completed performance appraisal which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such performance appraisal as having been read and shall have the opportunity to add her view as to the performance appraisal prior to it being placed in her file. It is understood that performance appraisals do not constitute disciplinary action by the Hospital against the employee. A copy of the employee's performance appraisal will be provided to the employee at her request.

26.07 Any letter of reprimand, suspension or other disciplinary sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other disciplinary sanction if no subsequent discipline occurred in that twenty-four (24) month period.

ARTICLE 27 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

27.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

27.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

27.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related safety and health.

27.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

27.05 Meetings shall be held every month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

27.06 Any representative appointed or selected in accordance with 27.02 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 to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be granted, and any representative attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

27.07 The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

27.08 The Hospital will provide sixty dollars (\$60.00) per year to each full time employee who is required by the Hospital, to wear safety footwear during the course of her duties.

ARTICLE 28 - JOB SHARING

28.01 Full time employees or the Hospital may propose a job sharing scheme, and if agreed to by the Union and the Hospital, it shall be implemented.

28.02 Such proposal shall be limited to splitting one (1) full time position into two (2) equal parts.

28.03 Employees who enter into such a job sharing scheme shall continue to be included in the Bargaining Unit notwithstanding the recognition provisions of the Collective Agreement, and this section shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, and unless

modified by this Article, all terms of the Collective Agreement shall continue to apply.

28.04 The seniority accrual of an employee participating in a job sharing scheme shall be $\frac{1}{2}$ the full-time accrual for the period of operation of such scheme.

28.05 The service accrual of an employee participating in a job sharing scheme shall be on half ($\frac{1}{2}$) the full-time accrual for the period of operation of such scheme.

28.06 Accordingly, vacation entitlement, vacation progression, sick leave benefits, wage progression, holiday pay for time not worked, and any other benefits affected by service shall be one half ($\frac{1}{2}$) the full-time entitlement.

28.07 The Hospital costs of employee benefits, including Extended Health Care, Semi-Private, Dental, Group Life Insurance, etcetera, shall be fifty percent (50%) of the cost paid by the Hospital in respect of full-time employees for those employees who participate in a job sharing scheme and who continue to be enrolled in such group employee benefit plans in accordance with the terms and conditions of this Agreement.

28.08 The appropriate pension plan must allow an employee participating in a job sharing scheme to continue to participate in such pension plan, otherwise, such employee will be deemed to be disqualified from participating further in such pension plan in accordance with its terms and conditions.

28.09 The overall costs for the Hospital for an employee's statutory and health and welfare benefits shall not increase as a result of job sharing scheme(s).

28.10 (a) Subject to 28.10 (b) below, if a job sharing scheme is discontinued, any resulting full-time vacancy will be posted. Neither employee who was participating in such scheme, will revert to full-time status without going through

the regular job posting provisions of the Collective Agreement. Should there be no resulting full-time vacancy, the employees would be classified either as Casual Part-Time or Regular Part-Time at the discretion of the Hospital and accordingly, would cease to be covered by the Collective Agreement. Nothing in this Article would preclude the formation of a new job sharing scheme being agreed upon by the Parties. Notwithstanding anything in this Article, no bargaining unit employee other than the two (2) employees participating in the job sharing scheme, would be affected in any way by the discontinuance of the job.

(b) If the reason for discontinuing the job sharing scheme is caused by the termination, resignation, promotion, transfer, retirement or an other change in status of one of the employees who was participating in such scheme, the remaining employee, would revert to full-time without going through the job posting procedure.

28.11 Any job sharing scheme must involve only employees in the same classification.

28.12 For clarity purposes, no overtime shall be payable to an employee who is participating in a job sharing scheme unless the provisions of the Collective Agreement apply.

28.13 It is understood and agreed that when an employee who is participating in a job sharing scheme is unable to attend work as scheduled for any reason (including illness, vacation, etcetera), and it is necessary to have such employee replaced, the other employee in the job sharing scheme would be expected to come in to work and there shall be no premium costs paid for such call in or for short notice.

28.14 Any request by an employee who is participating in a job sharing scheme for an unpaid leave of absence in excess of thirty (30) continuous calendar days, the granting of which is either required by the Collective Agreement or is

discretionary and which is granted, shall temporarily suspended the job sharing scheme and the other employee who is participating in such scheme shall revert to full-time for the period of the approved leave of absence. Upon the expiry of the approved leave of absence the job sharing scheme shall be expected to resume.

28.15 Rest periods for employees participating in job sharing schemes shall be proportionately reduced where applicable.

ARTICLE 29 - RETROACTIVITY

29.01 Each employee in the bargaining unit on the date that the wage increases are implemented will be entitled to retroactivity on the basis of such wage increase converted to an hourly basis time hours paid during the period between such date and April 1, 2004.

29.02 Wage increases shall be effective as set forth in the Collective Agreement and shall apply to all hours paid to employees in the bargaining unit as of April 1, 2004. Any employees who have been hired since that time shall be entitled to a pro-rata increase from the date of their employment. Any employees as of April 1, 2004 who have since ceased to be employees, shall be notified in writing by the Hospital of their entitlement to any retroactive wage adjustments at their last known address, and the Hospital will provide the Union with a copy of such notices. Those former employees will have sixty (60) days only from the date the notice is sent to claim any retroactive adjustments. The Hospital will provide retroactive pay by electronic bank deposit by January 20, 2006.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Collective Agreement shall continue in full force and effect until March 31, 2006 and continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing within sixty (60) days next preceding the expiry date of the Agreement that it desires to amend or terminate this Agreement.

30.02 In the event of such notification being given as to amendment of the Agreement, the parties shall meet in negotiations and bargain in good faith within fifteen (15) days or such longer period as may be mutually agreed upon, following such notification.