

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF DIRECTORS OF BRIDGEPOINT HOSPITAL

Hereinafter called the Employer,

Party of the First Part

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 79 (SERVICE FULL-TIME AND PART-TIME UNITS)**

Hereinafter called the Union,

Party of the Second Part

Expires September 28, 2017

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ARTICLE 1 - PREAMBLE

1.01 Purpose

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. The Hospital hereby consents and agrees to negotiate with the Union in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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.

ARTICLE 2 - RECOGNITION

(a) Full-time Unit:

The Hospital recognizes the Canadian Union of Public Employees, Local 79, as the exclusive collective bargaining agency for all of its employees covered by the classifications set forth in Schedule A, excluding any persons regularly scheduled to work twenty-four (24) hours per week or less, and forming part of this Agreement.

(b) Part-time Unit:

The Hospital recognizes the Canadian Union of Public Employees, Local 79, as the exclusive bargaining agent for all of its employees covered by the certificate and decision issued by the Ontario Labour Relations Board dated March 18, 1994, regularly employed not more than twenty-four (24) hours per week, and students employed during the school vacation period.

(c) In the event that the Employer creates a new classification which, in the opinion of the Union or the Employer, falls within the bargaining unit, the issue of its inclusion or exclusion from the bargaining unit shall be determined by mutual agreement or, in the absence of agreement, as provided for in Article 9 hereof.

All other issues relating to the new classification shall be determined in accordance with Article 22.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that within the limitations and qualifications contained in this Agreement, it is the exclusive responsibility and right of the management to the Hospital to:

- (a) Direct the operation of the Hospital including the determination of work assignments, procedures, methods and standards and maintain order and discipline.
- (b) Hire, discharge, transfer, promote, discipline and direct the work of employees to attain the required standard of efficiency.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employee

With the exception of Bargaining Unit Members performing temporary work as per Article 11.05, employees may be hired for a specific term not to exceed twelve (12) months, to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. 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 and the Hospital. The period of employment of such person will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed her/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.

4.02 Supervisor

Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

4.03 Working Days

Where used in the Agreement, the term "working days" shall mean Monday to Friday, inclusive (exclusive of statutory holidays). Otherwise, the term "days", "weeks", "months" and "years" shall be in accordance with the calendar designation.

4.04 Shift Worked on a Designated Holiday

Shift work on a designated holiday means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.

4.05 Definition of Regular Part-Time Employee

A regular part-time employee is one who is scheduled to work, on a regular pre-determined basis, in accordance with Article 16, not more than twenty-four (24) hours per week.

4.06 Definition of Casual Part-time Employee

A casual Part-time Employee is one who is not pre-scheduled, and who is called in to work as needed.

4.07 Part-time Commitment

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 pre-determined basis, solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.

4.08 Definition of Spouse

Spouse means a person (including a same sex partner) who, at any particular date, lives with the employee in a relationship and:

to whom the employee is legally married; or,

has so lived throughout the twelve (12) months prior to the particular date.

ARTICLE 5 – RELATIONSHIP

5.01 No Discrimination

The Hospital and the Union recognize and uphold the inherent dignity, worth and rights of each individuals and to promote a harmonious work relationship. The Hospital and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced, with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence nor by reason of her/his membership in a labour union or any other factor which is not pertinent to the employment relationship.

5.02 The principle of equal pay for equal work shall apply, regardless of sex.

ARTICLE 6 - STRIKES & LOCKOUTS

6.01 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 as amended from time to time.

ARTICLE 7 - UNION SECURITY

7.01 T4 Slips

The Hospital will provide each employee with a T4 Slip showing the dues deducted in the previous year for income tax purposes.

7.02 Notification to Union

The Hospital will provide the Union, including a copy to the Unit Officer, with a list monthly by Unit/Department, name, status and classification of all hiring, lay-offs, recalls, terminations, and resignations within the bargaining unit.

7.03 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 thirty (30) 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.

7.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or her/his representative which may conflict with the terms of this Collective 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.

Where the Hospital requires written authorization of an Official Union representative or a signatory on behalf of the Union, the Hospital shall notify the President, Local 79 in advance.

7.05 Union Security

All employees of the Hospital, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the Hospital shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the Hospital.

The Hospital shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

The Hospital will provide the Union with a quarterly list of all members of the Bargaining Units, in alphabetical order, by classification. Such list shall be sent to the union in the months of March, June, September and December of each year. The list will include the addresses and telephone numbers of members provided no objection is received. The Hospital will post a notice of Local 79's request to provide members' addresses and telephone numbers two (2) weeks in advance. If a member does not object, the address and telephone number of the member will be included on the list. The Hospital will provide Local 79 with a list of members who raised objection at the same time the list is provided to the Union.

7.06 The Hospital agrees to deduct from every employee any monthly dues or assessments uniformly levied, in accordance with the Union By-laws, and owing by her/him to the Union. Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than one (1) week from date of deduction, accompanied by a list of all employees from whose wages the deductions have been made.

The Hospital shall provide Local 79 on a biweekly basis, a list of all employees from whose wages union dues have been deducted and, in accordance with the respective pay system report criteria, the union dues amount, the biweekly earnings, classification, hourly rate, and full-time or part-time status.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 Union Activity on Premises and/or Access to Premises

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Hospital. Such representative shall have access to the Hospital's premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such Representative, or her/his designate, will be required to notify the Director, Human Resources, or her/his representative, of her/his presence in the Hospital.

The appointment of, and recognition of stewards shall be conditional upon the steward being an employee in the bargaining unit with regular duties to perform. Before leaving her/his regular duties to attend to the investigation of a grievance, a steward will obtain permission from her/his supervisor to do so, and will report back to her/his supervisor when resuming her/his regular duties. Only a reasonable amount of time shall be consumed during working hours for the investigation of a grievance.

When such steward investigates a grievance, in a department other than her/his own, she/he shall first advise the other department head or person in charge prior to the investigation of the grievance. Such steward shall hold her/his conference in a private area other than a duty area.

8.02 Labour-Management Committee

A Labour-Management Committee shall be set up consisting of three (3) full time and two (2) part time bargaining unit members and five (5) representatives of the Hospital. In the event of any change(s) to the members of the Committee, the Union will immediately

advise the Hospital of the change(s) and provide the new names. With the mutual agreement of the parties, additional representatives shall be admitted to meetings.

The Committee shall concern itself with matters of the following general nature:

1. Increasing operating efficiency by promoting co-operation and positive labour relations.
2. Improvement of service to the patients and public.
3. Suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
4. Correction of conditions making for grievances and misunderstanding.
5. Promotion of education and training of the staff.
6. And such other matters of mutual concern as the parties deem properly within their jurisdiction.
7. It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

The Committee shall meet at least once per month at a mutually agreeable time and place. When either party submits agenda items, the other party shall respond with their items, if any. Such agenda and notice of the meeting shall be distributed to members at least forty-eight (48) hours in advance of such meeting or with such lesser notice as may be mutually agreed when required. The Committee shall only consider issues on the agenda unless otherwise mutually agreed.

In light of the agreements existing between CUPE and the Hospital, the Committee may be a joint one representing employees under two (2) or more agreements provided a representative from each of the bargaining units is present. The Union will advise the Hospital of the names of its committee.

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint chairpersons. The signed copies of the minutes shall be delivered to the Union and the Hospital within three (3) days following the meeting.

The Committee shall not supersede the activities of any other committee of the Union or the Hospital and does not have the power to bind either the Union or its members or the Hospital to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Hospital with respect to its discussions and conclusions.

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

8.03 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. 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 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 14.02.

The Union may appoint a Bargaining Committee consisting of not more than seven (7) members, at least one (1) of which shall be from the full-time bargaining unit and one (1) from the part-time bargaining unit. At least two (2) of these seven (7) employees shall be appointed from a department other than a Nursing Service department. The Union will advise the Hospital of the names of its Committee and any change(s) thereafter.

8.04 Central Bargaining Committee

Union Central Bargaining Committee Leave

In future 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 her/his normal straight time working hours at her/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) (four (4) full-time and three (3) part-time employees), and in no case will more than one (1) 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.

8.05 For Union Business

The Hospital agrees that permission shall be granted upon request to representatives of the Union to leave their assigned work in order to carry on investigations or negotiations with the Hospital with respect to a grievance or complaints and they shall suffer no loss of pay for the time so spent.

8.06 Grievance Committee

The Union Grievance Committee shall consist of not more than six (6) members, at least one (1) of which shall be from the full-time bargaining unit and one (1) from the part-time bargaining unit, as selected by the Union and as notified to the Hospital in writing. In the event of any change(s) to members of the Committee, the Union will immediately advise the Hospital of the change(s) and provide the new names. The President or her/his designated representative may also be present.

8.07 Stewards

The Union may appoint or otherwise select twenty-four (24) stewards (sixteen (16) full-time bargaining unit members and eight (8) part-time bargaining unit members) to assist employees in the presentation of any grievances that may arise. The Union shall notify the Hospital in writing of the names of such stewards. The Union will immediately advise the Hospital in writing of any change(s) and provide the new names.

8.08 Interchangeability of Stewards and Officers

The Hospital agrees that Stewards and Local Union Officers within Local 79 bargaining units at the Hospital may be involved in the investigating and processing of grievances and are interchangeable between the bargaining units.

8.09 Payment for Attending Meetings Outside Scheduled Hours

When an employee attends a committee meeting outside of regularly scheduled hours, either as a Hospital representative or as a CUPE, Local 79 representative, he/she will be paid for all hours in attendance at such meetings at his/her regular straight time hourly rate. In addition, a part-time employee shall be paid for any premium in lieu of benefits and vacation to which the employee may otherwise be entitled.

8.10 Conditions of Work Committee

In the event that the Hospital is considering the introduction of any changes in job content, work methods, organization, operations or processes which are likely to significantly effect the terms and working conditions of any employee(s) within the bargaining unit(s), the Hospital will notify the Union at least five (5) months before any changes are introduced. A detailed description of the changes which are intended to be carried out, with disclosure of all foreseeable effects and repercussions on employees, must accompany the notice.

For the purpose of this article, the term 'changes' includes any program to study, or initiatives to implement changes in job content, work methods, organization, operations or processes.

Within two weeks of receiving the notice, the Condition of Work Committee (C.W.C.) will meet to review the proposed changes. The members of the C.W.C. will attempt to reach agreement regarding the planning and implementation of the changes, including measures to protect employees from any adverse effects. All members of the C.W.C. will undertake their duties in good faith.

Participation by any employees of the bargaining unit in initiatives to study, implement or evaluate changes in job content, work methods, organization, operations or processes will be scheduled during their normal hours of work. Employees will be appointed by the Union.

The C.W.C. will meet following implementation at the request of either party to evaluate the changes and whether the measures to protect employees from adverse effects have been effective.

The C.W.C. shall be comprised of an equal number of representatives of the Hospital and the Union. The number of representatives shall be three (3) for each party.

Time spent attending and preparing for such meetings shall be deemed to be work for which the representative(s) shall be paid by the Hospital at his/her regular or premium rate as may be applicable and without loss of seniority, service credits and benefits or otherwise.

Each party shall appoint a co-chair of the C.W.C. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the C.W.C. meetings.

8.11 Joint Professional Committee

The parties agree that it is beneficial for the Hospital and its employees to address concerns and participate in decisions that could affect the quality/quantity of patient care. A Joint Professional Committee will be established to deal with issues of change to work processes and operations and issues of workload and assignment.

In light of the agreements existing between CUPE and the Hospital, the Joint Professional Committee will be one joint Committee representing employees in the Nursing & Paramedical bargaining and RPNs in the Service bargaining unit.

The Joint Professional Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall include two (2) Members from the Service bargaining unit appointed by the Union. The Union shall have the right to have the assistance of a National Representative from CUPE or a Local 79 Official. At least one union Member shall be from the discipline(s) scheduled for discussion on the meeting agenda. The Committee shall meet once per month at a mutually agreeable time and place.

The parties agree that if the classifications of OTA, PTA, OTA/PTA or CDA become a regulated health profession under Ontario law and are subject to a regulatory body, the parties will meet to discuss inclusion of such classification in the scope of the Committee and any changes to committee membership deemed necessary.

1. Committee Mandate and Process

Time spent attending such meetings shall be deemed to be work time for which the Hospital employees from the Union shall be paid by the Hospital at their regular rate of pay without loss of seniority, service credits and benefits otherwise.

Each party shall appoint a co-chair from the Committee. Co-chairs shall chair alternate meetings of the Committee. The Co-chairs will be jointly responsible for establishing the agenda of the Committee meetings, which shall be provided to the Committee members at least one (1) week in advance.

A representative of the Hospital will take minutes of the meetings. The minutes will be circulated to all members of the Committee. Any issues which might arise with respect to the Minutes will be discussed at the next meeting. Any member who still wishes to note changes to the Minutes after the discussion will do so in writing. This will be appended to the Minutes.

2. Work Processes and Operations

In the event that the Hospital is considering introducing any non-minor changes to work processes and/or operations, excluding those required by immediate patient needs, which will affect the quality/quantity of patient care and/or work terms and conditions of RPNs within the Bargaining Unit, the Hospital will notify the Union as soon as is practicable and reasonable prior to the introduction of such changes. A description of the changes to be carried out, with disclosure of immediately foreseeable effects on employees, will be provided with the notice.

The Committee will meet to discuss the changes and recommend measures to protect employees from adverse effects, if any, that may result from the changes to be implemented. The changes will not be implemented prior to the first meeting. The parties acknowledge that every effort will be made to meet prior to the changes being implemented but that inability to meet will not prevent implementation of changes.

The parties will still meet to review the changes and make recommendations on their impact even if implementation has proceeded. The parties further agree that it is in the interest of both the Hospital and the Union to discuss these issues well in advance of implementation and in time to adopt any recommendations that have been agreed to.

3. Workload and Assignment

In its monthly meetings the Committee will meet to discuss, investigate and resolve any issues raised by an individual RPN or a group of RPNs on a without prejudice basis, including but not limited to:

- (a) The review of written submissions by RPNs with respect to the equitable distribution of work within a unit or with respect to their workload submitted in accordance with section 6.
- (b) Providing a forum for RPNs to make oral submissions with respect to the equitable distribution of work within a unit or with respect to their workload; and

The Committee will also discuss:

- (c) The assignment of an equitable distribution of work within a unit or a workload to an individual RPN or group of RPNs;
- (d) Questions with respect to the quantity and quality of patient care;
- (e) Content of Orientation and In-Service Programs from time to time and make recommendations for improvement;
- (f) Evaluation of the effectiveness of changes implemented by the Hospital
- (g) Other related matters.

4. Individual Complaints

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely manner. Any RPN wishing to raise a complaint with respect to the appropriateness of the number of patients assigned to them or their workload shall raise their concern(s) under Section 6: Workload Review Form. The matter will be placed on the agenda for the next scheduled Joint Professional Committee meeting unless the matter has been resolved. In accordance with Section 3 (1), the individual(s) shall attend the Joint Professional Committee meetings to present his or her position and/or to respond to questions of the Joint Professional Committee. Individuals shall receive the straight time rate of pay for attendance at that portion of the meeting dealing with their issue including any time spent waiting for the Committee to reach their issue during the meeting.

5. Hospital's Response

The Hospital shall respond in writing to the Union and the RPN(s) within twenty (20) days of the last meeting where the individual or group complaint was last discussed. The response will address each concern raised by the individual or group concerned and the Hospital's strategy(ies) for resolving the issues raised.

6. Workload Review Form

- (a) An RPN, or group of RPNs shall first raise their workload concern(s) to their immediate supervisor.
- (b) In the event that the workload concern(s) is not resolved to the satisfaction of the RPN or group of RPNs, the employee, or group of employees, may submit their concerns to the Joint Professional Committee using the "Workload Review Form" and will provide a copy of the completed form to each of the Employer and Union Co-chairs of the Committee. Such form must be submitted within 10 days of the incident

The Work-Load Review Form will be attached as an Appendix "A" to the Collective Agreement.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01** For the 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.
- 9.02** At the time formal discipline is imposed, or at any stage of the complaint stage, an employee shall have the right upon request to the presence of her/his steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.
- 9.03** 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 she/he has first given her/his immediate supervisor the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/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 following advice of her/his immediate supervisor's decision in the following manner and sequence:

Step No. 1

Within nine (9) calendar days following the supervisor's decision or failing satisfactory settlement, the employee may submit a written grievance signed by the employee to her/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 her/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Director, Human Resources or her/his designee. A meeting will then be held between the Director, Human Resources or her/his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Director, Human Resources or her/his designee may have such counsel and assistance as she/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.

- 9.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.

9.05 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 her/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.

9.06 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 her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. 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 her/his probationary period, without just cause.

9.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding 9.07(a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances and may extend the time limits for the request for arbitration. The parties will share equally the fees and expense, if any, of the mediator.

9.08 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.

9.09 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 the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.12 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.
- 9.13 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 chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.14 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 chairperson of the Arbitration Board.
- 9.15 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 48(16) of the Labour Relations Act, 1995.
- 9.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 - ACCESS TO FILES

10.01 Access to Personnel File

Each employee shall have reasonable access to her/his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director, Human Resources or designate and shop steward, union representative, or co-worker of their choice if they so request. An employee has the right to request copies of any evaluations in this file. No disciplinary notation or performance evaluation shall be added to an employee's Personnel File until a copy of such document has been provided to the employee.

10.02 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 (1) year. All leaves of absence in excess of thirty (30) calendar days will not count toward either of the above periods.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

(a) Full-time Employees:

A new employee will be considered on probation until she/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 workday), within any twelve (12) calendar months. Upon completion of the probationary period she/he shall be credited with seniority equal to forty-five (45) working days.

(b) Part-time Employees:

A new employee will be considered on probation until she/he has completed three hundred and thirty-seven and a half (337.5) hours worked. Upon completion of the probationary period she/he shall be credited with seniority equal to three hundred and thirty-seven and a half (337.5) hours.

(c) Full-time and Part-time Employees:

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.

11.02 Definition of Seniority

Full-time Employees:

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.

Seniority will operate on a bargaining unit-wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

Part-time Employees:

- (a) Part-time employees will accumulate seniority on the basis of hours paid in the bargaining unit from the last date of hire, except as provided herein.

Seniority will operate on a bargaining unit-wide basis.

- (b) An employee whose status is changed from full-time to part-time shall receive full credit for her/his seniority and service based on fifteen hundred (1500) hours paid for each one (1) year of service provided that the full-time employee's full-time position was within the equivalent full-time bargaining unit.
- (c) An employee whose status is changed from part-time to full-time shall receive credit for her/his seniority and service on the basis of one (1) year for each fifteen hundred (1500) hours paid, provided that the part-time employee's part-time position was within the equivalent part-time bargaining unit.
- (d) An employee whose status changes from full-time to part-time, whose full-time position was not within the equivalent full-time bargaining unit, shall receive credit for service based on fifteen hundred (1500) hours paid for each one (1) year of service for the purpose of vacation entitlement, and shall not receive credit for the purposes of seniority or service for the purpose of wage progression. An employee whose status is changed from part-time to full-time whose position was not within the equivalent part-time bargaining unit, shall receive credit for service for the purpose of vacation entitlement on the basis of one (1) year for each fifteen hundred (1500) hours paid, and shall not receive credit for the purposes of seniority, or service for the purpose of wage progression.

The above-noted employee shall be allowed a trial period of up to two hundred and twenty-five (225) hours 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/she not transferred.

- (e) A part-time employee cannot accrue more than one (1) year's seniority in a calendar year.
- (f) In the application of seniority, no employee's seniority date may pre-date their date of hire as defined in this Article.

11.03 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/ arbitration procedure;
- (c) is retired;

- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Lay-off and Recall.

11.04 Effect of Absence

Full-time Employees:

- (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 subsidized employee benefits in which she/he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. 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 W.S.I.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits, L.T.D. benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance period).

Part-time Employees:

Part-time employees shall accrue seniority for the duration of the absence and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits on the basis of what the employee's normal regular hours of work would have been.

11.05 Job Posting

Posting Notice

Full-time Employees:

- (a) 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.

Part-time Employees:

- (b) Where a permanent regular part-time 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.

Full-time/Part-time Employees:

- (c) The postings shall stipulate the qualifications, classifications, rate of pay, shift, unit, program or department where applicable and a copy shall be provided to the Union concurrent with the posting.

Appointing of Successful Candidate

Full-time/Part-time Employees:

- (d) In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to increase hours on a permanent line or to change his/her permanent status (i.e. from part-time status to full-time status or change in job classification). It is understood that, for the purpose of determining an applicant's seniority for a job posting, the Hospital shall use applicant seniority accrued at the end of the pay period immediately preceding the date of the commencement of the job posting.
- (e) Absent exceptional circumstances, the Hospital will endeavor to move employees who have been selected for positions in accordance with Article 11.05 (d) into their positions within forty-five (45) days of their selection to the positions.
- (f) The name of the successful applicant, the job posting number, and the job classification and Department/Unit awarded to the successful applicant, will be posted on the bulletin board for a period of seven (7) calendar days. Upon request, the Hospital shall inform the unsuccessful candidates of the seniority used to determine their ranking, and the seniority of the successful candidate.

- (g) Where there are no successful applicants from within the bargaining unit in which the vacant position was posted, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by 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.

Trial Period and Reversion to Former Position

Full-time/Part-time Employees:

- (h) The successful full-time applicant shall be allowed a trial period of up to thirty (30) days or up to two hundred and twenty-five (225) hours if part-time, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this trial 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.
- (i) A copy of such notice will be forwarded to the Union office and such notice shall contain at least the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range. It is understood that, once posted, the Hospital may in its discretion fill such vacancy on an interim basis. If the position is not filled within sixty (60) consecutive days of the posting, the Union and the Department Head shall meet to discuss the reason. The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 11.07 of its intention to eliminate the position.

Temporary Vacancies Less than Six (6) Months

It is understood that temporary vacancies, the duration of which are not to exceed six (6) months, and which are expected to be filled by temporary employees, will not be posted.

Full-time Employees:

- (j) Temporary vacancy shall be considered as one that is caused by the absence of a full-time employee due to sickness, injury, absenteeism, or a temporary leave of absence authorized by the employer, vacations or a temporary increase in work. Temporary vacancies will not be posted; however, when filling a temporary vacancy the Hospital shall give preference to the senior employee in the Department that can qualify to perform the work to be done. If, in the opinion of the Hospital, no such employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.

Part-time Employees:

- (k) Temporary vacancy shall be considered as one that is caused by the absence of a part-time employee due to sickness, injury, absenteeism, or a temporary leave of absence authorized by the employer, vacations or a temporary increase in work. Temporary vacancies will not be posted; however, when filling a temporary vacancy

the Hospital shall give preference to the senior employee in the Department that can qualify to perform the work to be done. If, in the opinion of the Hospital, no such employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.

Process for Temporary to Permanent Conversion

Full-time/Part-time Employees:

- (l) If a temporary vacancy caused by an increase in work continues for more than thirty (30) consecutive days, the Union and the Department Head shall discuss whether the job shall continue as temporary or be posted as a permanent vacancy. If upon review as set out above, it is determined that the reasons for the temporary job changes no longer exist, then the employee shall return to her/his original job. If the review determines that a regular vacancy has occurred, then it shall be posted in the usual manner.
- (m) The Hospital will provide on a monthly basis a copy of all job postings and successful applicants to the Union.
- (n) A list of vacancies filled in the preceding month and the names of the successful applicants will be posted, with a copy to the Union.
- (o) Employees filling a temporary full-time vacancy of greater than six (6) months will have the option of receiving percentage in lieu of benefits or enrolling in medical and dental benefits in accordance with the respective plan text for permanent full-time employees as outlined in Article 20, and shall not exceed the duration of the temporary vacancy assignment.
 - i. Full-time employees shall not be eligible to receive percentage in lieu of benefits.
 - ii. A permanent part-time or casual employee in a temporary full-time position retains their permanent part-time or casual status.
- (p) On a quarterly basis, for the previous quarter, the Hospital will provide Local 79 with a list of all persons occupying temporary vacancies in excess of six (6) months, including start date and duration of the vacancy. The list shall include the classification and status (FT/PT) of the temporary position.

11.06 Transfer and Seniority Outside the Bargaining Unit

For part-time employees transferred out of the bargaining unit or for full-time employees transferred out of the bargaining unit subsequent to February 20, 1987:

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without her/his consent. In the case of temporary assignments not exceeding six (6) months, such employees on temporary assignments shall remain members of the bargaining unit.

(b) (1) Full-time employees:

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 she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.

(b) (2) Part-time employees:

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 fifteen (15) months, she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.

(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 twelve (12) calendar months or fifteen (15) calendar months if replacing someone on pregnancy/parental leave she/he shall continue to accumulate seniority during the period of time outside the bargaining unit.

Note: Full-time employees outside the bargaining unit as of February 20, 1987 will be credited with whatever seniority they held under the Collective Agreement expiring September 28, 1984, should they be returned to the bargaining unit subsequent to February 20/1987.

11.07 Notice and Redeployment Committee

(a) Notice

In the event of a proposed lay-off 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 lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than five (5) months written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off 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 lay-off.

(b) Redeployment Committee

At each hospital, a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.07 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 lay-off(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 re-training needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 11.11(b), 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 re-training, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The Union will have a minimum of three (3) representatives on this committee. Where for the purposes of HTAP (the Ontario Hospitals 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 meeting shall be deemed to be work time for which the representatives shall be paid by the Hospital at her/his 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 lay-off(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.

11.08 Lay-off and Recall

(a) 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 on the same or substantially similar shift or shifts rotation; and
- (iv) 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 position.

(b) Any vacancy to which an employee is reassigned pursuant to Article 11.08(a) need not be posted.

(c) An employee in receipt of notice of lay-off pursuant to 11.07(a) (ii) may:

- (i) accept the lay-off, or
- (ii) opt to receive a separation allowance as outlined in Article 11.12; or
- (iii) opt to retire, if eligible under the terms of the Healthcare of Ontario Pension Plan (HOOPP) as outlined in Article 20.03(b); or
- (iv) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.07.

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

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

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature shall have the right to accept the lay-off or displace another employee in accordance with (a-i) and (d iv) above.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she/he has the ability to perform the work. The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.

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 she/he was laid off shall have the privilege of returning to the position she/he held prior to the lay-off 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 her/his proper address being on record with the Hospital.

Employees on lay-off 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 lay-off.

No full-time employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to one or more part-time employees.

In the event of a lay-off 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 11.07.

11.09 Benefits on Lay-off – Full-time Employees

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

11.10 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 effect, 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 (6) 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.

11.11 Re-training

(a) Re-training for positions within the Hospital

Where, with the benefit of re-training of up to six (6) months, an employee who has either accepted the lay-off 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 11.07 (b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through re-training shall be offered to employees who apply and would qualify for the position with the available re-training 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 lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the re-training and scheduling, and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of any federal or provincial retraining program funds to cover the cost of tuition, books and any travel as well as any wages and/or financial assistance eligible under the terms of such program.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to lay-off who may require a leave of absence to undertake re-training 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 re-training in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of her/his 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 11.11(a)(i).

An employee subject to lay-off who applies but later declines to accept a re-training offer or fails to complete the training will remain subject to lay-off.

11.12 Separation Allowance

- (a) Where an employee resigns within one (1) month (30 days) after receiving notice of lay-off pursuant to Article 11.07(a)(ii) that her/his position will be eliminated, she/he shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).

(b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 11.07(a)(ii) that her/his position will be eliminated, she/he 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 dollars (\$1,250).

11.13 Recognition of Previous Experience

Full-time Employees:

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

Part-time Employees:

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every fifteen hundred (1500) hours 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.

11.14 Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain her or his seniority and service at their original hospital for a 48-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 48-month period.

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

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or to a transfer pursuant to the Public Sector Labour Relations Transition Act.

11.15 The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in hard copy and electronic form and posted on all bulletin boards in January and July of each year.

11.16 Seniority shall determine shift preference, subject only to ability to perform the job required, where employees are not on a regular rotating shift.

11.17 Employees hired for a fixed period to replace regular part-time employees during the vacation of full-time employees will not be entitled to access the lay-off and recall provisions of the Collective Agreement.

11.17 Tie Breakers

Where two or more employees have the same seniority the employees' seniority ranking shall be determined by ordering the employees in descending alphabetical order by surname held on the last date of hire. In the event two or more employees with equal seniority have the same surname then the employees' seniority ranking shall be determined by ordering the employees in descending alphabetical order by their legal given name.

ARTICLE 12 - CONTRACTING OUT/IN

12.01 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 lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this provision.

12.02 Contracting In

Further to Article 11.07(b)(i)(1), the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 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.

13.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted at least four (4) weeks in advance, except in cases of emergency, and a written reply will be given within seven (7) calendar 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.

14.02 Union Business

Leave of absence without pay will be granted by the Hospital to not more than five (5) employees at a time to attend Union conventions or seminars. The granting of such leave shall be conditional upon the Hospital receiving a minimum of fourteen (14) days notice for seminars, and twenty-one (21) days notice for conventions, of the names of employees prior to the effective date of the leave.

Such employee shall receive her/his pay and benefits, if requested, as provided for in the Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

14.03 Full-time Position with the Union or Full-time Public Office

Leave of absence will be granted by the Hospital to not more than four (4) employees at a time who are selected to work on a full-time basis for the Union. The Hospital will be notified at least one (1) month in advance of the date on which such leave is to commence. If requested, such employee shall receive her/his pay and benefits as provided for in the Collective Agreement, and the Union shall reimburse the Employer monthly for all pay and benefits during the period of absence. Such leave shall be granted without loss of seniority and service and the resulting vacancy(ies) shall be filled as a temporary vacancy, notwithstanding Article 11.05. It is understood that this does not preclude the Hospital invoking the Article 11.07 process with respect to these positions.

Leave of absence without pay will be granted to an employee who may be elected to public office. An employee who contemplates running for such office shall notify the Hospital as far in advance as practicable. The duration of such leave shall not exceed one term of office.

14.04 Bereavement

An employee shall be granted four (4) regularly scheduled consecutive work days leave without loss of pay for the bereavement of a parent, spouse or child. An employee shall be granted three (3) regularly scheduled consecutive workdays leave without loss of pay for the bereavement of a brother, sister, grandparents, grandparent of spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild.

If the death of any person above necessitates travel in excess of three hundred (300) miles up to five (5) days may be granted.

An employee shall be granted one (1) day bereavement without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

The Hospital may also grant, in addition to the above, leave of absence without pay. Such leave of absence without pay shall not be in excess of twenty-five (25) calendar days.

One-half (1/2) day shall be granted without loss of pay to attend a funeral as a pallbearer (provided such employee has the approval of her/his Supervisor).

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions in order to accommodate religious and cultural diversity.

14.05 Jury & 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 provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that she/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 an 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 her/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 she/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, she/he is required to attend during other than her/his regularly scheduled paid hours, she/he shall be paid for all hours actually spent at such hearing at her/his straight time hourly rate subject to (a), (b) and (c) above.

14.06 Pregnancy Leave

- (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 re-confirm her intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Employment 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 per cent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment 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 per cent (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.

Full-time Employees:

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.

Part-time Employees:

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will register these benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.

- (f) 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.
- (g) When persons are hired to replace employees who are on approved pregnancy leave, the period of employment of such persons will not exceed the pregnancy 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 her/his probation period will be credited with the appropriate seniority.

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

14.07 Parental Leave

- (a) Parental 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 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.

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 her/his own.

- (c) 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.

- (d) The employee shall reconfirm her/his intention to return to work on the date originally approved in sub-section (c) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three per cent (93%) of the employee's normal weekly earnings and the sum of her/his 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 her/his 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 per cent (93%) of her/his normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) Benefits Continuation

Full-time Employees:

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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

Part-time Employees:

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave. The Hospital will register these benefits with the employment Benefit Plan.

- (h) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her/his former duties, on the same shift in the same department, at the same rate of pay.
- (i) When persons are hired to replace employees who are on approved parental leave, the period of employment of such persons will not exceed the parental 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 her/his probation period will be credited with the appropriate seniority.

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

14.08 Education Leave

- (a) 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/his employment qualifications.
- (b) 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.
- (c) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.
- (d) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months of training related to the employee's employment with the Hospital.
- (e) Subject to operational requirements, a request by an employee to take occasional time off without pay in order to teach at an educational or health care institution shall not be unreasonably denied.

14.09 Pre-paid Leave Plan

The Hospital agrees to introduce a pre-paid leave programme, 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 programme, (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 parties. The year for purposes of the programme 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, twenty per cent (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 Healthcare 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 her/his 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 programme 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 programme in accordance with Article 14.09 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 pre-paid leave programme will be appended to and form part of the written agreement.

14.10 An employee shall be granted one (1) day off with pay to attend court for the purpose of receiving her/his citizenship.

14.11 Medical Care and Emergency Leave

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

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

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

14.12 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.

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

Note: This clause is applicable to full-time and part-time employees. The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums, where applicable.

ARTICLE 15 - SICK LEAVE, INJURY & DISABILITY

Full-time Employees:

15.01 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and one-half (1-1/2) days for every month of service, commencing with the fourth month of service. For the purpose of regulating and administering this clause, all employees' anniversary dates shall be the first day of the fifth month. The fourth month shall be computed on the following basis:

Those persons employed between:

| | |
|---|------------|
| 1st day of a month and the 7th day inclusive | 1 1/2 days |
| 8 th day of a month and the 14th day inclusive | 1 day |
| 15th day of a month and the 21st day inclusive | 1/2 day |
| 22nd day of a month and the end of the month | 0 days |

In any one year where an employee has not had sick leave or only a portion thereof, she/he shall be entitled to an accrual of all the unused portion of sick leave for her/his future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 15.05(c).

If an employee is sick for less than one half day, no deduction shall be made from her/his accumulated sick leave. If an employee is sick for more than one half day, but less than a full day, one half day shall be deducted from her/his accumulated sick leave.

Mechanics

| | |
|--|------------|
| Off without pay 1/2 day or less accumulates | 1 1/2 days |
| Off without pay for more than 1/2 day but less than 8 in any one month accumulates | 1 day |
| Off without pay for 8 continuous calendar days but less than 15 in any one month accumulates | 1/2 day |
| Off without pay for 15 continuous calendar days or more in any month, accumulates | 0 days |

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 15.01, may be subject to the grievance and arbitration procedure under the provisions of this Collective Agreement.

15.02 Injury Pay

If an employee is injured on the job and her/his supervisor excuses her/him from further duty for the balance of her/his shift, the employee shall be paid at her or his regular rate of pay for the balance of the shift.

For full-time employees there shall be no deduction from sick leave or other credits.

15.03 Accumulated Sick Leave Provisions

- (a) In the event of the death of an employee, there shall be paid to her/his spouse or estate, an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave, subject to a limit of an amount not in excess of what she/he would have earned in six (6) months at the rate received by her/him immediately prior to her/his death.
- (b) For the purpose of computing length of service the following shall be included:
 - (1) All time worked with the Municipality of Metropolitan Toronto and any local Boards thereof, for all employees of the Hospital employed prior to January 1, 1974.
 - (2) All time lost on account of absence for reason of illness where the employee was paid for such absence or was considered as being on sick leave without pay.
- (c) Every employee employed prior to June 11, 1981, who has less than five (5) years of service and has become incapable through illness, old age or disability of efficiently discharging her/his duties and is retired shall receive an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave at the rate received by her/him immediately prior to her/his retirement.
- (d) Every employee who has completed five (5) or more years of service on severance of employment shall receive an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave, subject to a limit of an amount not in excess of what she/he could have earned in six (6) months at the rate received by her/him immediately prior to her/his severance of employment.
- (e) Every employee who has completed ten (10) or more years of continuous service on severance of employment shall receive an amount equivalent to her/his salary for eighty percent (80%) the number of days standing to her/his credit for sick leave subject to a limit of an amount not in excess of what she/he could have earned in nine (9) months at the regular monthly rate received by her/him immediately prior to her/his severance of employment.

15.04 Sick Leave Administration

(a) Sick Leave Records

A record of all unused sick leave will be kept by the Hospital. Within one (1) month after the close of each calendar year, each employee shall be advised by the Hospital of the amount of accumulated sick leave to her/his credit. Any employee is to be advised on application of the amount of sick leave accrued to her/his credit.

(b) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

15.05 Reporting of Illness (Full-time and Part-time employees)

For each occasion of illness, the employee shall be required to promptly report such illness at least two hours before the start of the shift if the employee is working a day shift and at least four hours before the start of the shift if the employee is working the evening or night shift.

An employee who fails to report an illness shall be considered absent without leave.

The Hospital may require the employee to present documented proof of illness. The Hospital shall pay the full cost of any medical certificate required of an employee.

15.06 Return to Work After Illness (Full-time and Part-time employees)

Return to Work After Illness – More Than Three Days

(a) An employee who has been absent due to illness for more than three (3) days shall report her/his intention to return to work no later than twenty-four (24) hours prior to the start of her/his next scheduled shift.

Return to Work After Illness – Three Days or Less

(b) An employee who has been absent due to illness for three (3) days or less shall report her/his intention to return to work at least twelve (12) hours prior to her/his next scheduled shift.

Failure to Notify the Hospital of a Return from Illness

(c) It is understood that an employee's failure to report their return to work within the time frame under Article 15.06 will not result in the cancellation of an employee who has already been booked to work the shift.

15.07 Payment Pending Determination of W.S.I.B. Claims

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 W.S.I.B benefits for a period longer than one (1) complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit she/he would receive from the Workplace Safety and Insurance Board if her/his claim was approved, or the benefit to which she/he would be entitled under the 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 and Insurance Board. If the claim for W.S.I.B 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 sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

15.08 W.S.I.B. and Sick Leave Credits

An employee who has sick leave credits in his/her bank 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 to the employee by such amount that the award of 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.

15.09 An employee who exhausts sick pay while absent because of illness or injury during an absence of not less than two (2) weeks, may utilize vacation entitlement and/or lieu time owing and such time will be treated as sick leave.

ARTICLE 16 – HOURS OF WORK

Full-time Employees:

16.01 Daily & Weekly Hours of Work

The hours of work for employees in these Bargaining Units shall be as follows:

- (a) Office and Clerical employees, exclusive of those working in the Nursing Department, shall work five (5) consecutive seven and half (7 1/2) hours days exclusive of a luncheon period.
- (b) Switchboard operators shall be on a schedule of seventy-five (75) hours over a two (2) week period exclusive of luncheon periods.
- (c) All employees of these bargaining units shall be required to work seven and half (7 1/2) hours per shift, excluding a luncheon period, and exclusive of a turnover period of up to fifteen (15) minutes, on a schedule providing seventy-five (75) hours over a

two (2) week period. Should such turnover period extend beyond fifteen (15) minutes the entire period shall be considered overtime for the purposes of payment.

16.02 Rest Periods

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

16.03 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.

16.04 Scheduling

- (a) Schedules shall be posted at least two (2) weeks in advance of going into effect and shall cover a period of six (6) weeks.
- (b) Schedules will reflect the status and seniority ranking of each employee based upon the most recently posted seniority list.
- (c) Schedules are to provide at least one (1) weekend off in three (3) weekends. This applies only to office, clerical and switchboard employees.
- (d) Employees shall be allowed the trading of days off and days/shifts with another employee in their classification and unit/department, subject to the approval of the immediate supervisor. Such mutual exchange would not require the Hospital to pay overtime rates of pay.

Such mutual exchange shall be communicated, in writing, to the Supervisor by the employees involved, at least forty-eight (48) hours prior to the change.

At the total option of the Supervisor, the forty-eight (48) hour time limit may be waived.

- (e) If an employee is required to work more than seven (7) consecutive regularly scheduled work days, she/he will be paid overtime rates of time and one-half for each day that she/he works in excess of the seven (7) consecutive regularly scheduled work days.
- (f) Overtime and call back time shall be divided equally among those employees normally engaged in those operations and who are qualified to perform the work that is available.
- (g) Where the regular shift of an employee is to be changed, the employee shall be given forty-eight (48) hours notice of such change. If the change necessitates the employee working on an off day, or she/he is not given forty-eight (48) hours notice, overtime as set out in Article 17 shall be paid for the first seven (7) or seven and one-half (7 1/2) hours of work (whichever is applicable) after the shift change.
- (h) All time worked by an employee shall be from the time she/he reports to her/his area of work, to the time she/he leaves her/his area of work at the end of her/his shift.

- (i) There shall be no extended amount of overtime worked in any operation where there are employees on lay-off in the same or similar type of operation and qualified to perform the available work.

Part-time Employees:

16.05 All regular part-time and casual employees (if they are available) must submit their availability at least three (3) weeks in advance of the start of a six (6) week scheduling period. The Hospital will post the schedule on the unit or department no less than two (2) weeks in advance of the start of the six (6) week period. Any availability submitted late will not require the Hospital to adjust the six week schedule based on availability of employees who submitted their availability on time. It is understood that a casual employee that does not submit any availability over four (4) consecutive six (6) week scheduling periods shall be deemed to have resigned.

16.06 The following provision designating regular hours on a daily shift and regular daily shifts over the employee schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift scheduled.

- (a) All employees of this bargaining unit will be required to work up to seven and one-half (7½) hours per shift, excluding a lunch period and exclusive of a turnover period of up to fifteen (15) minutes. Should such turnover period extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment.
- (b) With the exception of the Food Services Department which has a three and one-quarter (3¼) hour shift, shifts of less than such hours shall be of a minimum duration of four (4) hours.

With the exception of the Food Services Department It is understood employees will not work more than five (5) days in one (1) week unless under exceptional circumstances.

Note: Employees working the three and one-quarter (3¼) hour shift shall continue to receive a fifteen (15) minute paid rest period.

16.07(A)(1) Commitment (RPNs)

A regular part-time RPN will be available to work:

- (a) his or her master line; and
- (b) either Day/Evening or Day/Night, in accordance with the employee's rotation, on the three days over the Christmas period (December 24, 25 and 26) or the three days over the New Years' period (December 31, January 1 and 2).

In the event that master schedules are discontinued, a regular part-time RPN will be required to be available to work:

(c) between Monday day shift and Friday night shift a minimum of four (4) shifts on four (4) separate days per pay period, of which two (2) shifts must be Days and two (2) shifts must be either Evenings or Nights in accordance with the employee's rotation; and

(d) a minimum of three (3) full weekends in six (6), with a full weekend constituting either Day/Evening or Day/Night availability, in accordance with the employee's rotation, on the Saturday and Sunday; and

(e) either Day/Evening or Day/Night, in accordance with the employee's rotation, on the three days over the Christmas period (December 24, 25 and 26) or the three days over the New Year's period (December 31, January 1 and 2).

A regular part-time RPN will be required to provide this commitment, as well as her/his availability, upon hire and advise the Hospital of any change hereto three (3) weeks in advance of each six (6) week schedule.

16.07 (A)(2) Commitment (Non-Nursing)

A regular part-time employee will be available to work:

- (a) his or her master line; and
- (b) either Christmas (December 24, 25, 26) or New year's (including December 31, January 1,2).

In the event that master schedules are eliminated, a regular part-time employee will be required to be available to work:

- (c) a minimum of four (4) shifts per two-(2) week pay period;
- (d) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday] and,
- (e) either Christmas (December 24, 25, 26) or New Year's (including December 31, January 1, 2).

A regular part-time employee will be required to provide this commitment, as well as her/his availability, upon hire and will advise the Hospital of any change thereto three (3) weeks in advance of each six (6) week schedule.

16.07 (B) Schedules

Once the shift schedule is posted, a request for a shift change must be made in writing to the Supervisor/Manager. Shift changes may be approved subject to the needs of the Hospital and the availability of a qualified substitute and provided that the shift may be filled without payment of any premium pay to any employee. This approval will not be unreasonably withheld.

Once the shift schedule is posted, a request for a shift exchange with another employee must be made in writing and co-signed by the employee willing to make the exchange.

Exchanges will be approved provided that the exchange does not result in the payment of any premium pay to any employee.

Such mutual exchange shall be communicated, in writing, to the Supervisor/Manager by the employees involved, at least forty-eight (48) hours prior to the change.

At the total option of the Supervisor/Manager, the forty-eight (48) hour time limit may be waived.

(1) Scheduling (All Employees Except RPN/UST)

- (a) Relief shifts which become available will first be offered to regular part-time employees who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Shifts will next be offered to casual employees in order of seniority, and depending on availability up to twenty-four (24) hours per week per employee.

Any remaining shifts, including relief shifts, will be equally distributed to regular part-time employees in order of seniority, and depending on availability, up to full-time hours per week within the pay period on the schedule. Once regular part-time employees have been scheduled up to full-time hours, based on availability, any remaining relief shifts will then be equally distributed to casual employees in order of seniority, and depending on availability, up to full-time hours per week within the pay period on the schedule.

- (b) Vacancies arising in regard to the schedule will first be offered to existing regular part-time employees in the same classification. The most senior applicant will be awarded the position.

The resulting vacancy, if any, will be posted in accordance with Article 11.05.

(2) RPN/UST Scheduling

Shifts will be assigned in accordance with seniority and stated availability up to twenty-four (24) hours per week per regular part-time employee where availability allows.

Relief shifts which become available will first be offered to regular part-time employees on the unit who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Relief and casual shifts will next be offered to employees who have identified the unit as their alternate unit. Shifts will be offered in order of seniority, up to three (3) shifts per week, and depending on availability. Remaining shifts will be offered to casual employees who have identified the unit as a unit of choice based on seniority and availability up to a maximum of three (3) shifts per week.

Any remaining shifts, including casual and relief shifts, will be equally distributed to regular part-time employees in order of seniority, and depending on availability, up to full-time hours per week within the pay period on the schedule. Once regular part-time employees have been scheduled up to full-time hours, based on availability, any remaining casual and relief shifts will then be equally distributed to casual employees in order of seniority, and depending on availability, up to full-time hours per week within the pay period on the schedule.

16.08 Where the regular pre-scheduled shift of an employee is to be changed, the employee shall be given twenty-four (24) hours notice of such change. If less than twenty-four (24) hours notice is provided, the employee will be paid at time-and-a-half of the employee's regular straight time hourly rate for all hours worked on the employee's next shift [up to seven and one-half (7½) hours].

16.09 Rest Periods

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarters (3 ¾) hours of work.

16.10 Meal Break

The Hospital will schedule a one-half (½) hour meal break for each employee in mid-shift provided that the shift is at least five (5) hours in duration.

16.11 Wash-Up Time

Full-time and Part-time Employees:

A five (5) minute wash-up time shall be allowed to all employees immediately prior to the end of each day's work.

The provisions of this clause shall not apply to those employees normally working on jobs requiring them to remain on duty during a turnover period, as outlined in Article 16.01 for full-time employees and 16.06(a) for part-time employees.

A ten (10) minute wash-up time shall be allowed to employees in the soiled linen room immediately prior to the end of each day's work.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime

Employees required by the Hospital to work in excess of seven and one-half (7-1/2) hours per shift or seventy-five (75) hours over a two (2) week period shall be paid overtime for all such excess hours.

Full-time Employees:

All time worked on scheduled off days shall be paid for at one and one-half (1 1/2) times the regular straight-time rate of pay for every hour worked.

17.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half the employee's straight time hourly rate.

Overtime premiums 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.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

17.04 Time Off in Lieu of Overtime

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime.

The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

17.05 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.

17.06 Callback

Where employees are called back to work having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half their regular straight-time rate of pay. Where callback is immediately prior to the commencement of their regular

shift the callback pay will only apply to the point of commencement of a regular shift at the rate of time and one-half; afterwards, they shall revert back to the regular shift.

17.07 Standby

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

Standby pay shall, however cease where an employee is called into work under Article 17.06 above and works during the period of standby.

17.08 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 of a shift, she/he shall be paid the rate in the higher classification's salary range that is at least seventy-five cents (\$0.75) per hour above his/her current rate but in no circumstances shall the wage rate exceed the maximum for the classification to which he/she is assigned, in which case the maximum rate will be paid from the commencement of the shift on which she/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 of half of their scheduled shift or a minimum of three (3) hours, whichever is less, the employee shall receive an allowance of six (6) dollars for each shift from the time of the assignment.

17.09 Shift Premium

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between fifteen hundred (15:00) and seven hundred (07:00) hours. The same one dollar and twenty cents (\$1.20) per hour will be paid as weekend premium for all hours worked between twenty-four hundred (24:00) hours Friday and twenty-four hundred (24:00) hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the parties.

17.10 Preceptor Premium

Where an employee in the RPN, OTA/PTA or CDA classification has agreed to act as a preceptor such employee shall be paid sixty cents (\$0.60) per hour in addition to their regular salary and applicable premium for all hours spent acting as a preceptor. For purposes of this provision, preceptorship shall refer to supervising the activities of students.

17.11 Meal Allowance

Where an employee works for three (3) or more hours of overtime after her/his shift she/he shall be provided with a hot meal or an eight dollar (\$8.00) meal voucher if the Hospital is unable to provide the hot meal.

A meal allowance of up to eight dollars (\$8.00) will be provided to an employee if required to travel with a patient if away from the Hospital during any of her/his assigned

meal periods. The employee will be paid such allowance upon submission of receipts to her/his immediate supervisor.

ARTICLE 18 – HOLIDAYS

18.01 (a) Number of Holidays

There shall be twelve (12) holidays and these holidays are set out as follows:

| | |
|------------------|------------------|
| New Year's Day | Canada Day |
| Remembrance Day | Good Friday |
| Civic Holiday | Christmas Day |
| Easter Monday | Labour Day |
| Boxing Day | Queen's Birthday |
| Thanksgiving Day | Family Day |

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.

18.01 (b) Part-time Employees

All part-time employees shall receive payment for the eight (8) Statutory and one Civic Holiday as set out below in accordance with article 18.02:

| | |
|------------------|------------------|
| New Year's Day | Canada Day |
| Good Friday | Christmas Day |
| Labour Day | Boxing Day |
| Thanksgiving Day | Queen's Birthday |
| Civic Holiday | |

18.02 Definition of Holiday Pay and Qualifiers

Holiday pay, for an employee working the standard hours per day, as set out in provision 16.01 for full-time employees and provision 16.06 for part-time employees, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had she/he worked a normal shift on the holiday in question.

In order to qualify for holiday pay or to qualify for a lieu day for any holiday, as set out in Article 18.01 an employee must complete her/his 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. In addition, to qualify for statutory holiday pay part-time employees must qualify as per the Employment Standards Act.

An employee who was scheduled to work on a holiday, as set out in Article 18.01 and is absent shall not be entitled to holiday pay or to a lieu day to which she/he would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay or a lieu day for any holiday 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.

Part-time employees who receive holiday pay in accordance with article 18.02 shall also be entitled to the full fourteen (14) per cent in lieu of benefits provided for in Article 20.01.

18.03 Payment for Working on a Holiday

Any employee who is required to work on a designated holiday (see Article 18.01(a)) shall be paid overtime rates of time and one-half.

In addition, a full-time employee who works on a designated holiday shall receive her/his regular holiday pay, or a day off in lieu of holiday pay, at her/his option and as arranged no less than two (2) weeks in advance with her/his supervisor.

18.04 Payment for Working Overtime on a Holiday

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

Full-time Employees:

18.05 Shift employees whose scheduled off days fall on the day a designated holiday is observed shall be paid holiday pay, or granted a lieu day at her/his option and as arranged in advance with her/his supervisor.

Full-time Employees:

18.06 When a designated holiday falls within an employee's vacation period, she/he shall be granted an extra day off in lieu of holiday pay.

18.07 Where practicable, full-time employees shall be granted lieu days of their choosing.

18.08 Subject to staffing requirements:

(a) A special schedule will be posted which will provide, on the basis of seniority, time off where requested by an employee on Christmas or New Year's Day.

(b) Employees normally required to work on weekends and designated holidays shall be eligible for four (4) consecutive days off, at either Christmas or New Year's.

(c) During the period December 15th to January 15th, the provisions of Article 16.04(b) for full-time employees and 16.07(A)(1)(b) and 16.07 (A)(2)(b) for part-time employees Weekends Off - may be waived.

18.09 Holiday and Sick Pay

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

18.10 Christmas & New Year's Scheduling (RPNs only)

The Hospital and the Union agree that the process outlined below shall be used for the purpose of scheduling employees to work the Christmas and New Year's period.

First, full-time and regular part-time employees scheduled to work the holiday as part of their regular schedule will have the option at the employee's request of working the holiday or receiving the day off. If a full-time employee decides to take the day off the employee will be coded as a statutory holiday with pay (i.e. C-Day). The employee's request must be made before posting of the work schedule.

Second, any remaining shifts on the holiday will be offered to full-time employees within their rotation, by seniority, who are not scheduled to work on the holiday. If a full-time employee decides to work on the holiday then the employee's schedule will be adjusted by the Hospital to provide an alternate day off within the same pay period.

Third, any remaining shifts on the holiday will be offered first to regular part-time employees, by seniority, in accordance with their availability and the collective agreement. If there are remaining shifts on the holiday after all full-time and regular part-time employees have been given the opportunity to work, the shifts will be offered to casual employees, by seniority, in accordance with their availability and the collective agreement.

An employee may file a complaint with their Manager no later than nine (9) calendar days following the posting of the schedule regarding an alleged violation of the process contained in this Article, and the Manager shall immediately inform the Manager, Employee Relations or designate of the complaint. A representative of the Hospital and the Union will meet as soon as possible with the Manager in an attempt to resolve the complaint. If the complaint cannot be resolved the complaint may be filed as a grievance and processed under the Grievance and Arbitration procedure of the Collective Agreement.

(i) Definitions

Christmas period is defined as December 24, 25 and 26

New Year's period is defined as December 31, January 1, and 2

(ii) Process

Full-time Employees

(a) Initial Request

The Hospital will post a notice on each unit asking employees to indicate their preference to have time off over either the Christmas or New Year's period. It is understood that the time off over the Christmas or New Year's shall be at least four (4) consecutive days that covers the applicable period as defined above. The notice will be posted five (5) weeks prior to the posting of the schedule that will cover the Christmas

and New Year's period. All employees must indicate their preference by completing the notice at least three (3) weeks prior to the posting of the schedule.

The Manager will grant initial requests based on seniority and the operational requirements of the Unit and initial requests shall be considered before special requests.

(b) Individual Meeting

If an employee's initial request cannot be approved, the Manager will meet individually with the employee to advise that his/her request could not be granted and the Manager shall advise the employee of his/her scheduling options over the Christmas and New Year's period.

(c) Secondary Requests

In addition, employees may submit a secondary request to their Manager within the same time frame as stated for initial requests to;

- Have time off over both the Christmas and New Year's period
- Work both the Christmas and New Year's period; and
- To indicate the preferred shift(s) they would like to work over the Christmas and New Year's period

The Manager will grant employees secondary requests based on seniority and the operational requirements of the unit after granting initial requests. Secondary requests that are granted may operationally require an adjustment to the employee's six (6) week schedule. It is understood that initial requests granted in (a) will not be altered by the granting of any secondary requests under (c) and secondary requests submitted late will not be considered. If the secondary request cannot be granted the Manager shall notify the employee(s) of such.

Regular Part-time Employees:

The Hospital will post a notice on each unit asking employees to indicate their availability to work Christmas and/or New Year's period. Further to Article 15.09(A)(1)(c), it is understood all employees must be available to work both rotations (ie: D/E or D/N) for the entire three (3) consecutive days over the Christmas or New Year's period. It is also understood that any employee that does not provide the required availability will be scheduled, if needed, after all employees that provided the required availability.

The notice will be posted five (5) weeks prior to the posting of the schedule that will cover the Christmas and New Year's period. All employees must complete the notice at least three (3) weeks prior to the posting of the schedule. The Manager will schedule employees in accordance with the process above, the submitted availability, the Collective Agreement, and the operational requirements of the Unit.

Special Requests:

Regular Part-time Employees may indicate on the notice a preference for shifts over their scheduled Christmas or New Year's period, as appropriate. Such requests will only be considered after the Initial and Secondary Requests have been determined for Full-time Employees. The granting of special requests are subject to the operations of the Hospital.

Casual Employees:

The Hospital will post a notice on each unit asking employees to indicate their availability to work the Christmas and/or new Year's period. The notice will be posted five (5) weeks prior to the posting of the schedule that will cover the Christmas and New Year's period. All employees must complete the notice at least three (3) weeks prior to the posting of the schedule. The Manager will schedule employees in accordance with their submitted availability, the Collective Agreement, and the operational requirements of the Unit.

(iii) Posting of Schedule

The Hospital will post a special six (6) week schedule that covers the Christmas and New Year's period by December 1st. It is understood that, subject to staffing requirements, during the period of December 15th to January 15th the provisions of Article 16.07(A)(1)(b) and Letter of Intent Re: Scheduling (weekends off) may be waived.

ARTICLE 19 – VACATION

Full-time Employees:

19.01 Entitlement, Qualifiers & Calculation of Payment

Vacation entitlement shall be as follows:

| Length of continuous services as of June 30 th : | Weeks of annual vacation with pay: |
|---|------------------------------------|
| Less than 1 year | Up to 2 weeks pro-rated |
| 1 year to less than 2 years | 2 |
| 2 years to less than 5 years | 3 |
| 5 years to less than 12 years | 4 |
| 12 years to less than 20 years | 5 |
| 20 years to less than 28 years | 6 |
| 28 years or more | 7 |

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 11.04, Effect of Absence.

19.02 Work During Vacation – Full-time Employees

Should an employee who has commenced her/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 her/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 she/he has so worked.

19.03 Illness During Vacation – Full-time Employees

Where an employee's scheduled vacation is interrupted due to a serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

Full-time Employees:

- 19.04** Service for vacation entitlement (outlined in Article 19.01) shall be calculated as of June 30th in each year.

An employee shall become eligible for her/his increased vacation entitlement as outlined in Article 19.01 in the year in which the appropriate anniversary date of employment falls.

Employees who retire on pension will be granted their full vacation entitlement for the year in which the retirement occurs. In the case of death, the same will apply with payment being made to the estate.

Employees who resign or are dismissed will be granted annual vacation on a pro-rata basis based on the percentage of the vacation year that they have worked.

- 19.05** The Hospital shall provide to its employees a vacation request form by January 31st of each year. Full-time employees shall submit written requests to their supervisor for vacation time off by March 15 in each vacation year. If employees of the same classification request the same vacation time and such requests cannot be accommodated by the Hospital, then seniority shall apply. Vacation requests submitted after March 15th will be considered, if they can be accommodated by the Hospital, on a first come, first serve basis and vacation requests already approved shall not be overturned as a result of granting such requests. Finalized vacation schedules shall be posted by May 1 of each vacation year and shall remain posted within the Department/Unit throughout the vacation year and revised as necessary.

Note: for the purposes of vacation requests under Article 19.05 the vacation year shall mean May 1st to April 30th.

Full-time Employees:

- 19.06** The vacation year shall extend from January 1st to December 31st.

- 19.07** A full-time employee may, subject to the approval of her/his Department Head, take her/his annual vacation at any time during the vacation year.

19.08 An employee may, subject to the approval of her/his Department Head, postpone her/his annual vacation or any part thereof to the following vacation year.

19.09 Except in cases of severance of employment, full-time employees will not be paid cash in lieu of vacation time.

19.10 Subject to the approval of the Department Head, an employee may elect to take a leave of absence without pay for a period of not more than two (2) weeks for the purpose of an extended vacation.

This provision shall not be applied during the calendar months of July and August and during the period from December 15 of one year to January 15 of the following year.

19.11 Full-time employees may, upon giving at least twenty-one (21) days notice, receive their vacation pay prior to taking their annual vacation.

19.12 Where a full-time employee's anniversary date is after June 30th, the additional week shall be taken after the said anniversary date and will apply only if there is one clear week remaining in the calendar year.

Part-time Employees:

19.13 Entitlement, Qualifiers and Calculation of Payment

(a) Vacation pay shall be as follows:

| Hours of service: | Percentage of vacation with pay: |
|--|----------------------------------|
| Less than 3000 | 4% |
| 3000 hours to less than 7500 hours | 6% |
| 7500 hours to less than 18,000 hours | 8% |
| 18,000 hours to less than 30,000 hours | 10% |
| 30,000 hours to less than 42,000 hours | 12% |
| 42,000 hours or more | 14% |

(b) Employees shall receive vacation pay each pay period based on regular straight time for that pay period.

(c) Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay.

(d) Each employee shall receive vacation pay each pay period.

19.14 Part-time employees will be entitled to time off for vacation equivalent to one (1) week time off for each two percent (2%) annual vacation pay.

The Hospital shall provide to its employees a vacation request form by January 31st of each year. Employees shall submit written requests to their supervisor for vacation time off by March 15th in each vacation year. If employees of the same classification request

the same vacation time and such requests cannot be accommodated by the Hospital, then seniority shall apply. Vacation requests submitted after March 15th will be considered, if they can be accommodated by the Hospital, on a first come, first serve basis and vacation requests already approved shall not be overturned as a result of granting such requests. Finalized vacation schedules shall be posted by May 1st of each vacation year and shall remain posted within the Department/Unit throughout the vacation year and revised as necessary.

Note: for the purposes of vacation requests under Article 19.14 the vacation year shall mean May 1st to April 30th.

19.15 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.04.

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

ARTICLE 20 – BENEFITS

20.01 Insured Benefits

Full-time Employees:

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 enrollment 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 or comparable coverage with another carrier.
- (b) Non generic drugs will be covered if:
 - (i) there is no generic substitution; or
 - (ii) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - (iii) generic drugs are the same cost, or more expensive; or
 - (iv) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
- (c) 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 or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$350.00 per person per 24 months from date of purchase including eye glasses, contact lenses and laser treatment) as well as a hearing aid allowance (maximum \$1,500.00 per person, per

three benefit years, not including batteries and repair). In addition to the vision care coverage the bi-annual eye exam will also be covered.

Licensed massage therapists, including a maximum of one x-ray examination each benefit year, to a maximum of \$300 per person in a benefit year. Effective September 29, 2014, the maximum for massage therapy coverage shall be \$375.00 each, per person in a benefit year.

Licensed chiropractors, including a maximum of one x-ray examination each benefit year. The maximum amount payable is \$300 350 dollars per person in a benefit year. Effective September 29, 2014, the maximum for Chiropractic coverage shall be \$375.00 each, per person in the benefit year.

When the cost of laser eye surgery exceeds the vision care benefit limit, the employee will be permitted to claim the portion that is not covered against the subsequent vision care benefit limit period commencing 24 months following the procedure.

- (d) The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect.
- (e) 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 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 premium is paid by the employee through payroll deduction.

Coverage shall also include complete and partial dentures at 50/50 coinsurance to \$1,000 per person maximum annually. Crowns, bridgework, and repairs to same at 50/50 coinsurance to \$1,500 maximum per person annually.

- (f) 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 benefit 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 paid to the Hospital.

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

Part-time Employees:

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

20.02 Long Term Disability (LTD)

Full-time Employees:

The Hospital will pay 75% of the billed premiums towards the provision of a Long Term Disability Plan for eligible employees. Employees shall pay the balance of the billed premiums through payroll deduction. Prior to applying for benefits under the LTD plan, an employee must exhaust all sick leave credits standing to his or her credit in accordance with Article 14 of the Collective Agreement, to a maximum equal to the qualifying period of six (6) months, as determined by the insurer.

All decisions with respect to enrollment and benefit entitlement under the LTD Plan shall be subject to the respective terms and conditions of the insurer's plan, which does not form part of the Collective Agreement. The employer does not act the insurer in respect of LTD benefits and does not bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's obligation is to pay the premiums for the Plan as set out in the paragraph above.

20.03 Change of Carrier – Full-time Employees

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

20.04 Pension

20.04 (a) (1) Full-time Employees:

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

20.04 (a) (2) Part-time Employees:

All employees of the Hospital covered by this Agreement may join the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the regulations of the Plan.

Full-time and Part-time Employees:

- (b) Prior to issuing notice of lay-off pursuant to Article 11.07(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under H.O.O.P.P. 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 lay-off under Article 11.07(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 (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of fifty (52) weeks salary.

(c) Voluntary Exits

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

- (i) The Hospital will first make offers in the classifications within the department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (iii) in no case will the Hospital approve an employee's request under (i) and (ii) above for a Voluntary Early Exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

ARTICLE 21 - HEALTH & SAFETY

21.01 Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least two (2) (one (1) full-time and one (1) part-time) representatives selected or appointed by the Union from amongst bargaining unit employees.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one 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 her/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 pregnancy 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, or other vaccine.

21.02 Protective Footwear

On the first pay in January of each calendar year, the Hospital will provide seventy-five (75) dollars per calendar year to each employee who is required by the Hospital, as delineated below, to wear slip resistant bottom footwear during the course of her/his duties. Effective September 29, 2014, the amount provided to each employee will increase to ninety (90) dollars per calendar year.

- Cleaners (as determined by the Hospital)
- Cashier
- Dishroom Lead Hand
- Food Services Assistant
- Kitchen Attendant
- Unit Support Technician

On the first pay in January of each calendar year, the Hospital will provide ninety (90) dollars per calendar year to each employee who is required by the Hospital, as delineated below, to wear steel toe and slip resistant bottom safety footwear during the

course of her/his duties. Effective September 29, 2014, the amount provided to each employee will increase to one hundred and twenty (120) dollars per calendar year.

Chef
Assistant Chef
Baker
Cook
Cook's Helper 1
Kitchen Porter
Stores Clerk
Stores Clerk Assistant
Service Assistant

21.03 Workloads

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concerns is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the Collective Agreement) or the Labour management Committee (as constituted under Article 8.02) through their union representative on a CUPE Service Non-RPN Workload Review Form.

The CUPE Service Non-RPN Workload Review Form will be appended to the Collective Agreement as Appendix XX.

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

ARTICLE 22 - COMPENSATION

22.01 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 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 W.S.I.B. an employee is unable to carry out the regular functions of his/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.

22.02 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 she/he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her/his previous classification (provided that she/he does not exceed the wage rate of the classification to which she/he has been promoted).

22.03 Wage Rates

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

22.04 Pay Day

Full-time employees:

Employees will be paid on a bi-weekly basis. On each pay day each employee shall be provided with an itemized statement of her/his wages, vacation bank, sick bank, overtime and bonuses and deductions.

Part-time employees:

Employees will be paid on a bi-weekly basis. On each pay day, each employee shall be provided with an itemized statement of her/his wages, overtime, vacation pay, total accrued aggregate hours paid and bonuses and deductions.

- 22.05** All employees will be paid on a bi-weekly basis using direct deposit to the employee's account.

Where a pay error has occurred which reduces the employee's wages in excess of twenty-five dollars (\$25) an employee shall be able to obtain on request, the amount owing to her/him prior to the next payday.

ARTICLE 23 - GENERAL

23.01 Bulletin Boards

The Hospital will provide two (2) designated Bulletin Boards for the exclusive use of the Union for posting notices. All notices posted shall be signed by an officer of the Union and will be submitted to the Director, Human Resources or her/his designate for approval before posting.

23.02 Uniforms

The Hospital shall furnish, maintain and launder without charge such uniforms from time to time, required by the Hospital to be worn by the employees, except that employees in the classification of Registered Practical Nurse, Occupational Therapy Assistant, Therapy Attendant, Physiotherapy Assistant, Occupational Therapy/Physiotherapy Assistant, Diet Clerk, Health Care Aid, Diet Technician and Personal Service Provider shall furnish their own uniforms and shall receive eighty-four (84) dollars per year, paid on the first pay in January of each year, for replacement, maintenance and laundering. Employees in the classification of Administrative Clerk assigned to a patient unit shall receive two dollars (\$2.00) per month to launder and maintain the uniforms that the Hospital shall furnish.

The Hospital shall provide protective clothing for dirty linen room workers.

- 23.03** A copy of this Collective Agreement in a mutually agreeable form shall be issued by the Hospital to each employee. The cost of such copies will be shared equally by the Hospital and the Union.

- 23.04** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources of the Hospital or her/his designate.

All correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process, or as otherwise stipulated in this Collective Agreement, shall be in writing and addressed to the President, CUPE Local 79.

- 23.05 (a) Full Time employees:** Registered Practical Nurses are required to present to the unit Program Director, by January 31 of each year, their current Certificates of Competence or proof of application thereof.

(b) Part- time employees: Registered Practical Nurses are required to present to the unit Program Director, by December 31 of each year, their current Certificates of Competence or proof of application thereof.

23.06 Disabled Employee's Preference

An employee unable to perform his/her normal duties and requiring accommodation by the Hospital shall inform the employer of such request. Any request shall be supported by medical documentation satisfactory to the Hospital. Assignment to alternate duties or any other accommodation will be undertaken by the employer in compliance with the Human Rights Code and/or the Workplace Safety and Insurance Act (WSIA).

ARTICLE 24 – FISCAL ADVISORY COMMITTEE

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee if not named "FAC", to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary and in otherwise minimizing adverse effects on CUPE represented employees through program or service restructuring.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC (or equivalent committee if not named "FAC") meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the budget, or to any other restructuring plan that would affect the Union's Members.
- (d) It is understood that Employee time spent at meetings with the Employer in pursuance of the above shall be deemed to be work time for which the Employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.
- (e) The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Fiscal Advisory Committee. The Union will be provided with any pertinent financial and staffing information as required under (c) above

ARTICLE 25 – DURATION

25.01 Term

This Agreement shall continue in force and effect from September 29, 2013 to September 28, 2017. Should the parties not bargain centrally, either party to this Agreement may at any time during the last three (3) months of the Agreement, present to the other in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement. A conference shall be held within twenty (20) days from the first giving

of notice by either party at which time the parties shall commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by September 28, 2017, this Agreement and all its terms shall continue in force until a new Agreement is executed.

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 one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth (6th) 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.

Wage Schedule "A"

- **Effective September 29, 2013 – a general wage increase of 0.7%**
- **Effective September 29, 2014 – a general wage increase of 0.7%**
- **Effective September 29, 2015 – a general wage increase of 0.7%**
- **Effective September 29, 2016 – a general wage increase of 0.7%**

All retroactive wages will be paid within ninety (90) days of ratification of this memorandum on all hours paid. Retroactive pay shall be paid by separate payment and will include a breakdown of paid hours with the retroactivity payment description. Former employees will be notified within ninety (90) days with respect to their eligibility for a retroactive payment and will be paid sixty (60) days from the day they respond. Retroactivity will not be provided on payments for severance, sick bank disbursements and voluntary exits.

Lump-sum Payments

- **0.7% of the straight time hourly rate per hour paid for the period September 29, 2013 – September 28, 2014**
- **0.7% of the straight time hourly rate per hour paid for the period September 29, 2014 – September 28, 2015**
- **0.7% of the straight time hourly rate per hour paid for the period September 29, 2015 – September 28, 2016**
- **0.7% of the straight time hourly rate per hour paid for the period September 29, 2016 – September 28, 2017**

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective dates (September 28, 2014, September 28, 2015, September 28, 2016 and September 28, 2017.)

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

All other items will be effective the date of ratification unless specifically stated otherwise.

Dated at Toronto, Ontario, this 6th day of August 2014

For the Hospital:

Wanda McColl

Karen Foster

Deborah Van Zant

Melissa Beckett-Batchellor

For the Union:

Tim Maguire

Sofia Reno

Van Nguyen

Salim Aratia

Rachel Ballarino

Omatie Maharaj

Frank Sforza

Esther Yu

Janet McIvor

SIGNATURES ON FILE

Wage Schedule 'A'
 Bridgepoint Hospital
 CUPE Service

| Position | 0.7% 29-Sep-13 | | | | 0.7% 29-Sep-14 | | | |
|---|-------------------|----------|-----------|--------|-------------------|----------|-----------|--------|
| | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| Effective September 1, 2005 Accounting Clerk | 21.825 | 22.306 | 23.046 | | 21.977 | 22.462 | 23.208 | |
| Effective December 12, 2005 Accounts Payable Clerk | 21.825 | 22.306 | 23.046 | | 21.977 | 22.462 | 23.208 | |
| Effective November 30, 2009 Accounts Payable Clerk, Senior | 23.384 | 23.846 | 25.605 | | 23.547 | 24.013 | 25.784 | |
| Effective December 1, 2013 Accounts Receivable Clerk, Senior | 23.384 | 23.846 | 25.605 | | 23.547 | 24.013 | 25.784 | |
| Effective May 1, 2005 ACWC Technologist | 22.977 | 24.167 | 25.789 | 27.225 | 23.138 | 24.336 | 25.970 | 27.416 |
| Administrative Clerk | 21.825 | 22.306 | 23.046 | | 21.977 | 22.462 | 23.208 | |
| Assistant Chef | 22.199 | 22.544 | 23.912 | 27.838 | 22.355 | 22.702 | 23.073 | 24.005 |
| Baker | 22.199 | 22.544 | 23.912 | 27.838 | 22.355 | 22.702 | 23.073 | 24.005 |
| Business Machine Operator | 21.123 | 21.466 | 21.894 | | 21.271 | 21.616 | 22.148 | |
| Effective May 27, 2005 Buyer | 24.228 | 25.638 | 27.817 | 28.920 | 24.398 | 25.818 | 28.012 | 29.122 |
| Cashier | 21.053 | 21.883 | | | 21.201 | 22.036 | | |
| Chef | 23.666 | 24.104 | 24.562 | 25.568 | 23.831 | 24.272 | 24.734 | 25.747 |
| Cleaner | 21.077 | 21.883 | | | 21.224 | 22.036 | | |
| Cleaner I | 21.007 | 21.764 | | | 21.154 | 21.917 | | |
| Cleaner II | 21.007 | 21.764 | | | 21.154 | 21.917 | | |
| Clerk Intermediate | 21.466 | 21.807 | 22.336 | | 21.616 | 21.959 | 22.493 | |
| Clerk Senior | 21.825 | 22.306 | 22.786 | | 21.977 | 22.462 | 22.946 | |
| Effective January 1, 2004 Clinical Assistant | 23.771 | 25.155 | 27.294 | 28.375 | 23.938 | 25.331 | 27.485 | 28.574 |
| Effective May 1, 2005 Clinical Library Technician | 22.977 | 24.167 | 25.789 | 27.225 | 23.138 | 24.336 | 25.970 | 27.416 |
| Effective January 1, 2004 Communicative Disorders Assistant | 24.963 | 26.346 | 28.484 | 29.567 | 25.137 | 26.531 | 28.683 | 29.773 |
| Effective August 19, 2004 Community Relations Assistant | 21.836 | 22.294 | 22.755 | 23.565 | 21.989 | 22.450 | 22.914 | 23.730 |
| Cook | 21.443 | 21.719 | 22.086 | 23.046 | 21.593 | 21.871 | 22.240 | 23.208 |
| Cook's Helper I | 21.077 | 21.971 | | | 21.224 | 22.125 | | |
| Cook's Helper II | 21.053 | 21.883 | | | 21.201 | 22.036 | | |
| Diet Clerk | 21.741 | 21.994 | 23.046 | | 21.893 | 22.148 | 23.208 | |
| Diet Technician | 24.223 | 25.397 | 27.101 | | 24.393 | 25.574 | 27.291 | |
| Dishroom Lead Hand | 21.030 | 22.097 | | | 21.177 | 22.251 | | |
| Floor Stripper | 21.097 | 22.199 | | | 21.244 | 22.355 | | |
| Food Service Assistant | 21.030 | 21.883 | | | 21.177 | 22.036 | | |
| Food Supervisor Junior | 20.517 | 21.237 | | | 20.762 | 21.385 | | |
| Food Supervisor Senior | 22.475 | 22.774 | 23.120 | 23.370 | 22.633 | 22.934 | 23.282 | 23.534 |
| Health Care Aide | 20.913 | 21.375 | 21.764 | 22.336 | 21.060 | 21.524 | 21.917 | 22.493 |
| Housekeeping Attendant | 20.959 | 21.883 | | | 21.105 | 22.036 | | |
| Effective April 1, 2013 Junior Buyer | 21.806 | 23.074 | 25.036 | 26.028 | 21.958 | 23.236 | 25.211 | 26.210 |
| Junior Clerk | 21.122 | 21.375 | 21.718 | | 21.270 | 21.524 | 21.870 | |
| Kitchen Attendant | 21.030 | 21.883 | | | 21.177 | 22.036 | | |
| Kitchen Porter | 20.824 | 21.883 | | | 20.970 | 22.036 | | |
| Lead Hand, Environmental Services | 21.317 | 22.419 | | | 21.466 | 22.576 | | |
| Linen Attendant | 21.419 | 22.199 | | | 21.569 | 22.355 | | |
| Effective May 22, 2014 Linen Clerk | 22.261 | 22.664 | | | 22.417 | 22.822 | | |
| Nursery Assistant | 21.478 | 21.891 | 23.370 | | 21.629 | 22.044 | 23.534 | |
| Nursery Attendant | 18.988 | 19.171 | 19.495 | | 19.121 | 19.305 | 19.631 | |
| Office Coordinator | 21.836 | 22.294 | 22.755 | 23.565 | 21.989 | 22.450 | 22.914 | 23.730 |
| OTA or PTA | 21.836 | 22.294 | 22.755 | 24.515 | 21.989 | 22.450 | 22.914 | 24.687 |

Wage Schedule 'A'
 Bridgepoint Hospital
 CUPE Service

| Position | 0.7% 29-Sep-13 | | | | 0.7% 29-Sep-14 | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|-------------------|-----------|-----------|-----------|
| | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| OTA/PTA (dual certification) | 24.162 | 24.630 | 25.099 | 28.315 | 24.331 | 24.803 | 25.275 | 28.513 |
| Effective September 29, 2009 | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| Patient Care Assistant | 20.914 | 21.375 | 21.764 | 23.046 | 21.061 | 21.524 | 21.917 | 23.208 |
| Patient Information Clerk | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| | 22.199 | 22.544 | 23.838 | | 22.355 | 22.702 | 24.005 | |
| Personal Service Provider | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| | 21.443 | 21.719 | 22.086 | 23.046 | 21.593 | 21.871 | 22.240 | 23.208 |
| Effective September 29, 2012 | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| Pharmacy Purchasing Clerk | 23.510 | 23.953 | 24.634 | | 23.675 | 24.121 | 24.806 | |
| Effective September 29, 2002 | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| Program Assistant | 21.836 | 22.294 | 22.755 | 23.565 | 21.989 | 22.450 | 22.914 | 23.730 |
| Effective May 1, 2005 | Start | 12 Months | 24 Months | 36 Months | Start | 12 Months | 24 Months | 36 Months |
| Purchasing Analyst | 23.074 | 24.417 | 26.492 | 27.542 | 23.236 | 24.589 | 26.678 | 27.735 |
| (Non Patient Care) | Start | 12 Months | 24 Months | | Start | 12 Months | 24 Months | |
| Registered Practical Nurse | 23.284 | 24.411 | 26.570 | | 23.447 | 24.582 | 26.756 | |
| (Direct Patient Care) | Start | 12 Months | 24 Months | | Start | 12 Months | 24 Months | |
| Registered Practical Nurse | 27.880 | 28.316 | 28.807 | | 28.075 | 28.514 | 29.009 | |
| Effective April 1, 2013 | Start | 12 Months | 24 Months | 36 Months | Start | 12 Months | 24 Months | 36 Months |
| Senior Buyer | 25.924 | 27.433 | 29.765 | 30.944 | 26.106 | 27.625 | 29.973 | 31.161 |
| Effective January 1, 2004 | Start | 12 Months | 24 Months | 36 Months | Start | 12 Months | 24 Months | 36 Months |
| Senior Program Assistant | 23.671 | 24.897 | 26.569 | 28.048 | 23.836 | 25.071 | 26.755 | 28.244 |
| Service Assistant | Start | 3 Months | | | Start | 3 Months | | |
| | 21.077 | 21.883 | | | 21.224 | 22.036 | | |
| Sewing Room Attendant | Start | 3 Months | | | Start | 3 Months | | |
| | 21.168 | 21.948 | | | 21.316 | 22.101 | | |
| Stores Clerk | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| | 23.049 | 23.483 | 24.151 | | 23.211 | 23.648 | 24.320 | |
| Stores Clerk Assistant | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| | 21.077 | 21.443 | 22.261 | | 21.224 | 21.593 | 22.417 | |
| Switchboard Operator | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| | 21.887 | 22.262 | 22.706 | | 22.040 | 22.418 | 22.865 | |
| Therapy Aide | Start | 3 Months | | | Start | 3 Months | | |
| | 21.420 | 22.382 | | | 21.570 | 22.538 | | |
| Therapy Attendant | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| | 20.816 | 21.275 | 21.665 | 22.238 | 20.961 | 21.424 | 21.816 | 22.393 |
| Therapy Porter | Start | 3 Months | | | Start | 3 Months | | |
| | 20.905 | 21.883 | | | 21.052 | 22.036 | | |
| Unit Support Technician | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| | 20.913 | 21.375 | 21.764 | 22.336 | 21.060 | 21.524 | 21.917 | 22.493 |
| Effective September 29, 2003 | Start | 12 Months | 24 Months | 27 Months | Start | 12 Months | 24 Months | 27 Months |
| Volunteer Resources Assistant | 23.671 | 24.897 | 26.569 | 28.048 | 23.836 | 25.071 | 26.755 | 28.244 |
| Ward Clerk | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| | 20.913 | 21.237 | 21.718 | | 21.060 | 21.385 | 21.870 | |
| X-Ray Assistant | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| | 20.712 | 21.190 | 21.581 | 22.406 | 20.857 | 21.339 | 21.732 | 22.563 |

Wage Schedule 'A'
 Bridgepoint Hospital
 CUPE Service

| Position | 0.7% 29-Sep-15 | | | | 0.7% 29-Sep-16 | | | |
|---|-------------------|----------|-----------|--------|-------------------|----------|-----------|--------|
| | Start | 3 Months | 12 Months | | Start | 3 Months | 12 Months | |
| Effective September 1, 2005 Accounting Clerk | 22.131 | 22.619 | 23.370 | | 22.286 | 22.778 | 23.534 | |
| Effective December 12, 2005 Accounts Payable Clerk | 22.131 | 22.619 | 23.370 | | 22.286 | 22.778 | 23.534 | |
| Effective November 30, 2009 Accounts Payable Clerk, Senior | 23.712 | 24.181 | 25.965 | | 23.878 | 24.350 | 26.146 | |
| Effective December 1, 2013 Accounts Receivable Clerk, Senior | 23.712 | 24.181 | 25.965 | | 23.878 | 24.350 | 26.146 | |
| Effective May 1, 2005 ACWC Technologist | 23.300 | 24.507 | 26.152 | 27.608 | 23.463 | 24.678 | 26.335 | 27.801 |
| Administrative Clerk | 22.131 | 22.619 | 23.370 | | 22.286 | 22.778 | 23.534 | |
| Assistant Chef | 22.511 | 22.860 | 23.234 | 24.173 | 22.669 | 23.020 | 23.397 | 24.342 |
| Baker | 22.511 | 22.860 | 23.234 | 24.173 | 22.669 | 23.020 | 23.397 | 24.342 |
| Business Machine Operator | 21.420 | 21.768 | 22.303 | | 21.570 | 21.920 | 22.459 | |
| Effective May 27, 2005 Buyer | 24.568 | 25.998 | 28.208 | 29.326 | 24.741 | 26.180 | 28.406 | 29.532 |
| Cashier | 21.349 | 22.191 | | | 21.499 | 22.346 | | |
| Chef | 23.998 | 24.442 | 24.907 | 25.927 | 24.166 | 24.613 | 25.081 | 26.108 |
| Cleaner | 21.373 | 22.191 | | | 21.522 | 22.346 | | |
| Cleaner I | 21.302 | 22.070 | | | 21.451 | 22.225 | | |
| Cleaner II | 21.302 | 22.070 | | | 21.451 | 22.225 | | |
| Clerk Intermediate | 21.768 | 22.113 | 22.650 | | 21.920 | 22.268 | 22.809 | |
| Clerk Senior | 22.131 | 22.619 | 23.107 | | 22.286 | 22.778 | 23.268 | |
| Effective January 1, 2004 Clinical Assistant | 24.105 | 25.508 | 27.677 | 28.774 | 24.274 | 25.687 | 27.871 | 28.975 |
| Effective May 1, 2005 Clinical Library Technician | 23.300 | 24.507 | 26.152 | 27.608 | 23.463 | 24.678 | 26.335 | 27.801 |
| Effective January 1, 2004 Communicative Disorders Assistant | 25.313 | 26.716 | 28.884 | 29.982 | 25.490 | 26.903 | 29.086 | 30.192 |
| Effective August 19, 2004 Community Relations Assistant | 22.143 | 22.607 | 23.075 | 23.896 | 22.298 | 22.765 | 23.236 | 24.063 |
| Cook | 21.744 | 22.024 | 22.396 | 23.370 | 21.897 | 22.178 | 22.553 | 23.534 |
| Cook's Helper I | 21.373 | 22.279 | | | 21.522 | 22.435 | | |
| Cook's Helper II | 21.349 | 22.191 | | | 21.499 | 22.346 | | |
| Diet Clerk | 22.047 | 22.303 | 23.370 | | 22.201 | 22.459 | 23.534 | |
| Diet Technician | 24.564 | 25.753 | 27.482 | | 24.736 | 25.934 | 27.675 | |
| Dishroom Lead Hand | 21.326 | 22.407 | | | 21.475 | 22.564 | | |
| Floor Stripper | 21.393 | 22.511 | | | 21.543 | 22.669 | | |
| Food Service Assistant | 21.326 | 22.191 | | | 21.475 | 22.346 | | |
| Food Supervisor Junior | 20.907 | 21.535 | | | 21.053 | 21.686 | | |
| Food Supervisor Senior | 22.791 | 23.094 | 23.445 | 23.699 | 22.951 | 23.256 | 23.609 | 23.865 |
| Health Care Aide | 21.207 | 21.675 | 22.070 | 22.650 | 21.356 | 21.827 | 22.225 | 22.809 |
| Housekeeping Attendant | 21.253 | 22.191 | | | 21.402 | 22.346 | | |
| Effective April 1, 2013 Junior Buyer | 22.112 | 23.399 | 25.388 | 26.394 | 22.267 | 23.562 | 25.565 | 26.578 |
| Junior Clerk | 21.419 | 21.675 | 22.023 | | 21.568 | 21.827 | 22.177 | |
| Kitchen Attendant | 21.326 | 22.191 | | | 21.475 | 22.346 | | |
| Kitchen Porter | 21.116 | 22.191 | | | 21.264 | 22.346 | | |
| Lead Hand, Environmental Services | 21.617 | 22.734 | | | 21.768 | 22.893 | | |
| Linen Attendant | 21.720 | 22.511 | | | 21.872 | 22.669 | | |
| Effective May 22, 2014 Linen Clerk | 22.573 | 22.982 | | | 22.731 | 23.143 | | |
| Nursery Assistant | 21.780 | 22.199 | 23.699 | | 21.933 | 22.354 | 23.865 | |
| Nursery Attendant | 19.255 | 19.441 | 19.768 | | 19.390 | 19.577 | 19.907 | |
| Office Coordinator | 22.143 | 22.607 | 23.075 | 23.896 | 22.298 | 22.765 | 23.236 | 24.063 |
| OTA or PTA | 22.143 | 22.607 | 23.075 | 24.860 | 22.298 | 22.765 | 23.236 | 25.034 |

Wage Schedule 'A'
 Bridgepoint Hospital
 CUPE Service

| Position | 0.7% 29-Sep-15 | | | | 0.7% 29-Sep-16 | | | |
|---|-------------------|---------------------|---------------------|---------------------|-------------------|---------------------|---------------------|---------------------|
| | Start | 3 Months | 15 Months | 27 Months | Start | 3 Months | 15 Months | 27 Months |
| OTA/PTA (dual certification) | 24.501 | 24.976 | 25.452 | 28.713 | 24.673 | 25.151 | 25.630 | 28.914 |
| Effective September 29, 2009 Patient Care Assistant | Start 21.208 | 3 Months 21.675 | 15 Months 22.070 | 27 Months 23.370 | Start 21.357 | 3 Months 21.827 | 15 Months 22.225 | 27 Months 23.534 |
| Patient Information Clerk | Start 22.511 | 3 Months 22.860 | 12 Months 24.173 | | Start 22.669 | 3 Months 23.020 | 12 Months 24.342 | |
| Personal Service Provider | Start 21.744 | 3 Months 22.024 | 15 Months 22.396 | 27 Months 23.370 | Start 21.897 | 3 Months 22.178 | 15 Months 22.553 | 27 Months 23.534 |
| Effective September 29, 2012 Pharmacy Purchasing Clerk | Start 23.841 | 3 Months 24.289 | 12 Months 24.980 | | Start 24.007 | 3 Months 24.459 | 12 Months 25.155 | |
| Effective September 29, 2002 Program Assistant | Start 22.143 | 3 Months 22.607 | 15 Months 23.075 | 27 Months 23.896 | Start 22.298 | 3 Months 22.765 | 15 Months 23.236 | 27 Months 24.063 |
| Effective May 1, 2005 Purchasing Analyst | Start 23.399 | 12 Months 24.760 | 24 Months 26.864 | 36 Months 27.929 | Start 23.562 | 12 Months 24.933 | 24 Months 27.052 | 36 Months 28.125 |
| (Non Patient Care) Registered Practical Nurse | Start 23.611 | 12 Months 24.754 | 24 Months 26.943 | | Start 23.776 | 12 Months 24.927 | 24 Months 27.132 | |
| (Direct Patient Care) Registered Practical Nurse | Start 28.271 | 12 Months 28.714 | 24 Months 29.212 | | Start 28.469 | 12 Months 28.915 | 24 Months 29.416 | |
| Effective April 1, 2013 Senior Buyer | Start 26.288 | 12 Months 27.818 | 24 Months 30.183 | 36 Months 31.379 | Start 26.472 | 12 Months 28.013 | 24 Months 30.394 | 36 Months 31.598 |
| Effective January 1, 2004 Senior Program Assistant | Start 24.003 | 12 Months 25.247 | 24 Months 26.942 | 36 Months 28.442 | Start 24.171 | 12 Months 25.424 | 24 Months 27.131 | 36 Months 28.641 |
| Service Assistant | Start 21.373 | 3 Months 22.191 | | | Start 21.522 | 3 Months 22.346 | | |
| Sewing Room Attendant | Start 21.466 | 3 Months 22.256 | | | Start 21.616 | 3 Months 22.412 | | |
| Stores Clerk | Start 23.373 | 3 Months 23.813 | 12 Months 24.490 | | Start 23.537 | 3 Months 23.980 | 12 Months 24.662 | |
| Stores Clerk Assistant | Start 21.373 | 3 Months 21.744 | 12 Months 22.573 | | Start 21.522 | 3 Months 21.897 | 12 Months 22.731 | |
| Switchboard Operator | Start 22.195 | 3 Months 22.575 | 12 Months 23.025 | | Start 22.350 | 3 Months 22.733 | 12 Months 23.186 | |
| Therapy Aide | Start 21.721 | 3 Months 22.696 | | | Start 21.873 | 3 Months 22.855 | | |
| Therapy Attendant | Start 21.108 | 3 Months 21.574 | 15 Months 21.969 | 27 Months 22.550 | Start 21.256 | 3 Months 21.725 | 15 Months 22.123 | 27 Months 22.708 |
| Therapy Porter | Start 21.199 | 3 Months 22.191 | | | Start 21.347 | 3 Months 22.346 | | |
| Unit Support Technician | Start 21.207 | 3 Months 21.675 | 15 Months 22.070 | 27 Months 22.650 | Start 21.356 | 3 Months 21.827 | 15 Months 22.225 | 27 Months 22.809 |
| Effective September 29, 2003 Volunteer Resources Assistant | Start 24.003 | 12 Months 25.247 | 24 Months 26.942 | 27 Months 28.442 | Start 24.171 | 12 Months 25.424 | 24 Months 27.131 | 27 Months 28.641 |
| Ward Clerk | Start 21.207 | 3 Months 21.535 | 12 Months 22.023 | | Start 21.356 | 3 Months 21.686 | 12 Months 22.177 | |
| X-Ray Assistant | Start 21.003 | 3 Months 21.468 | 15 Months 21.884 | 27 Months 22.721 | Start 21.150 | 3 Months 21.638 | 15 Months 22.037 | 27 Months 22.880 |

A

LETTER OF UNDERSTANDING

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit - Full-time only)

The Hospital agrees to pay seventy-five per cent (75%) of the billed premium on the Supplemental Hospital Contract and the Comprehensive Medical Protection Plan for all eligible employees and retired employees on pension.

SIGNATURES ON FILE

B

LETTER OF UNDERSTANDING

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit - Full- time only)

Re: Scheduling

The parties agree that their representatives shall meet during the term of this Agreement to discuss general scheduling concerns and, more particularly, the possibility of scheduling 50% of weekends off.

SIGNATURES ON FILE

C

LETTER OF INTENT

RE PILOT PROJECT - VARIABLE WORK HOURS – OTA/PTA, CDA and ACWC Technicians

Purpose

To provide full-time employees in OTA/PTA and CDA and ACWC Technician classifications with the opportunity to bank hours over and above their regular working hours, to be taken as time off at a later date, subject to agreement to review six (6) months following the implementation date and subject to the limitations set out below.

Applicability

The variable work schedule will be available to all full-time OTA/PTA and CDA and ACWC Technician classifications in the CUPE Local 79 bargaining unit that have completed their probationary period. It is understood that an employee will be free to maintain their regular work schedule and not vary their work schedule as provided for in this agreement.

Conditions

The parties agree that the variable work schedule agreement may be terminated by either party with thirty (30) days written notice provided to the other party.

The parties acknowledge that an arrangement on variable working hours must be subject to the operational needs of the Hospital to provide and maintain a high standard of patient care.

Definitions and Process

Regular daily working hours are seven and one half (7.5) hours exclusive of a thirty (30) minute unpaid meal break. Any time worked in excess of the regular daily working hours is called "credit time". The maximum amount of credit time an employee may have in his/her variable work schedule bank at any time is twenty-two and one half (22.5) hours. The maximum amount of credit time an employee may bank on any day is two (2) hours.

An employee must inform their Patient Care Manager or designate that he/she is working excess hours and earning credit time at the time the employee is actually working the excess hours or immediately afterwards. All credit time earned and taken must be recorded by the employee on the variable work schedule record (see Appendix I) and must be submitted for review and signature by the Patient Care Manager or designate every two (2) weeks.

Employees must have credit time available in their bank prior to taking credit time off (unless otherwise approved by their Patient Care Manager or designate). Prior to taking credit time off the employee will arrange for back-up coverage of their assignment and will notify their Patient Care Manager or designate in advance of the time off they are taking and the arrangements made for coverage. Any employee requesting time off of a half day or greater must request such time off to their Patient Care Manager or

designate in advance and such request is subject to the approval of the Patient Care Manager or designate. Such requests shall not be unreasonably denied based on operational demands of the program/unit.
Employees may not accumulate time in their variable work schedule bank during breaks.

Time remaining in an employee's bank at the end of the calendar year will automatically be carried forward into the new year.

Hours worked under the variable work schedule shall not be considered overtime. Overtime hours must be authorized as set out in the collective agreement.

If an employee terminates, any hours remaining in their bank must be taken prior to the employee's termination date and any time taken but not earned /accumulated by an employee at the date of termination must be paid back to the Hospital.

All employees will sign the attached authorization (see Appendix II).

SIGNATURES ON FILE

D

LETTER OF INTENT

CLEAR LANGUAGE AND REFORMATTING OF THE COLLECTIVE AGREEMENT

During the life of this Collective Agreement a Representative of CUPE, Local 79 will meet with the Hospital's Manager, Employee Relations to discuss reformatting the Collective Agreement with a view of bringing ideas forward for discussion in the subsequent negotiations for the renewal of the Collective Agreement.

SIGNATURES ON FILE

E

LETTER OF INTENT

JOB POSTINGS

The Employer agrees to add the following note to all Job Postings;

Note: Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his/her permanent status (i.e. from part-time status to full-time status or change in job classification).

SIGNATURES ON FILE

E

LETTER OF INTENT

BRIDGEPOINT HOSPITAL REDEVELOPMENT

The Hospital and the Union have a legitimate interest in discussing and reviewing the possible relocation and/or working conditions of its members during any redevelopment/rebuilding/reorganization/integration of the Hospital.

Therefore, the Hospital and the Union agree that, should the Hospital rebuild and/or redevelop and/or reorganize/integrate in a manner that necessitates the movement of full-time or part-time staff, the Hospital will give notice under Article 8.10 to Local 79 to meet with the "Conditions of Work Committee" to discuss and review the plans that may require the movement of Local 79 members and attempt to reach an agreement regarding the planning and implementation of the employee movement. It is understood that the establishment of a Conditions of Work Committee does not prevent the establishment of a Redeployment Committee if such a committee is required under the Collective Agreement.

SIGNATURES ON FILE

G

LETTER OF INTENT

WORKPLACE RELATIONS POLICY

Within thirty (30) days of the signing of this Collective Agreement, the Hospital and the Union shall meet to jointly review the Hospital's existing Workplace Relations policy that includes a process for investigating and dealing with harassment and discrimination complaints.

Each party shall appoint up to 3 members to attend the meeting.

SIGNATURES ON FILE

I

LETTER OF INTENT

PERMANENT PART-TIME PILOT/JOB SHARE PROGRAM

The Hospital and the Union have an interest in exploring the possibility of a permanent part-time project/job share program. As a result, the parties agree to meet for a first meeting within thirty (30) days after the date of ratification to discuss the feasibility of a permanent part-time project/job share program agreement.

SIGNATURES ON FILE

P

LETTER OF INTENT

PART-TIME-- OFFERING ADDITIONAL SHIFTS (Food Services)

The parties agree to the following in regards to offering additional shifts in the Food Services department subject to the terms listed below.

- When a shift becomes available after the schedule has been posted such shift will be offered to part-time employees who have not been scheduled up to twenty-four (24) hours per week in accordance with 16.07 (B) (1), in order of seniority.
- A shift not filled in accordance with the above will next be offered to casual employees in accordance with 16.07 (B) (1).
- A shift that remains unfilled after following the above procedure will be offered to part-time employees who have indicated availability in order of seniority. It is understood that where there is a break between shifts a requirement to pay overtime will not be triggered unless the bi-weekly threshold of seventy-five (75) hours is exceeded.
- Additional shifts will be offered on condition that the employee works his/her originally scheduled shift(s).

Clarity Note: It is understood that any shifts accepted by an employee under this Letter of Intent is not in substitution of any of his/her scheduled shifts.

SIGNATURES ON FILE

R

RE: CLARITY AND HOUSEKEEPING

For changes to the 2013 – 2017 Collective Agreement identified in the Memorandum of Settlement dated August 6, 2014 as “Housekeeping” or “Clarity”, it is not the intent of either Local 79 or Bridgepoint Hospital to change the meaning or intent of the predecessor language. If a grievance is filed during the term of the 2013 – 2017 Collective Agreement related to a change identified in the Memorandum of Settlement dated August 6, 2014 as “Housekeeping” or “Clarity” either party may refer to the relevant clause of 2009 – 2013 Collective Agreement to make argument during the grievance and arbitration procedure.

SIGNATURES ON FILE

S

LETTER OF INTENT

RE: ALTERNATE UNIT AND/OR FLOAT POOL (RPNs):

Within 30 days of ratification the parties shall convene an ad-hoc committee to review the feasibility of adopting an Alternate Unit and/or Float Pool process(es) allowing regular part-time RPNs to provide availability to Units other than their home unit and to discuss the process for the distribution of additional shifts taking into account the Alternate Unit and/or Float Pool process. Such discussions shall include the feasibility of casual RPNs participating in an Alternate Unit and/or Float Pool process.

In light of the agreements existing between CUPE and the Hospital, the ad-hoc committee will be one joint committee representing employees in the Nursing & Paramedical bargaining unit and RPNs in the Service bargaining unit.

The Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall include two (2) Members from the Service bargaining unit appointed by the Union.

The Committee shall meet at least once a month for a period of twelve (12) months from the commencement of the first committee meeting at a mutually agreeable time and place. By mutual agreement the parties may extend the life of the committee.

At the conclusion of twelve months, or any agreed to extension, should the parties reach agreement on processes and or language on Alternate Unit and/or Float Pool the Committee may recommend implementation by the Hospital on a trial basis.

SIGNATURES ON FILE

I

LETTER OF INTENT

PART-TIME PILOT PROJECT – TEMPORARY VACANCIES:

The parties agree to the following in regards to temporary vacancies in the Environmental Services, Food Services and Materials Management departments subject to the terms listed below.

Filling Temporary Vacancies

- A temporary vacancy for the purpose of this Letter of Intent shall be defined as a vacancy of two (2) weeks or more. A temporary vacancy of up to six (6) months shall not be posted. Written notice of the vacancy shall be displayed within the applicable department for a period of seven (7) days, if time allows. In the event that there are less than seven (7) days available to fill the temporary vacancy in question, the temporary vacancy shall be offered to employees in order of seniority.
- The Employer shall first offer the temporary vacancy to the senior full-time employee (only if there is a wage differential); secondly to the senior regular part-time employee (only if the vacancy represents an increase in the number of hours worked); and thirdly to the senior casual employee. Selection of the senior employee in each case shall be subject to being able to meet the normal requirements of the job.
- Once the employee has started a temporary vacancy, the employee will be expected to complete the temporary assignment before he or she may accept another temporary vacancy. It is understood that if the new temporary vacancy allows the employee to move from a temporary part-time vacancy to a temporary full-time vacancy, then the expectation to complete the temporary assignment will not apply.
- For clarity, vacancies which represent a change of schedule or rotation only, shall not be considered under the terms of this memorandum. Exception will be permitted for full-time temporary vacancies in excess of six (6) weeks' duration, in which case a change of shift rotation (AM/PM) or change to a shift with a start time different by two (2) hours or more from the employee's current start time will be considered. Such exceptions shall not be unreasonably denied.

SIGNATURES ON FILE

U
LETTER OF INTENT

PART-TIME/CASUAL PILOT PROJECT – TEMPORARY VACANCIES

The parties agree to implement the following in regards to temporary vacancies in OTA/PTA departments subject to the terms listed below.

Filling Temporary Vacancies

- A temporary vacancy for the purpose of this Pilot Project shall be defined as a vacancy of two (2) weeks or more. A temporary vacancy of up to six (6) months shall not be posted. Written notice of the vacancy shall be displayed within the applicable department for a period of seven (7) days, if time allows. In the event that there are less than seven (7) days available to fill the temporary vacancy in question, the temporary vacancy shall be offered to employees in order of seniority.
- The Employer shall first offer the temporary vacancy to the senior regular part-time employee (only if the vacancy represents an increase in the number of hours worked); and secondly to the senior casual employee. Selection of the senior employee in each case shall be subject to being able to meet the normal requirements of the job.
- Once the employee has started a temporary vacancy, the employee will be expected to complete the temporary assignment before he or she may accept another temporary vacancy. It is understood that if the new temporary vacancy allow the employee to move from a temporary part-time vacancy to a temporary full-time vacancy, then the expectation to complete the temporary assignment will not apply.
- Participation of any other department(s) in this pilot will be done upon mutual agreement of the parties with any necessary modifications.

The parties agree that this Letter of Intent may be terminated by either party with ninety (90) days written notice to the other party.

APPENDIX 'A'
BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 - REGISTERED PRACTICAL NURSES (RPN)

WORK-LOAD REVIEW FORM

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely manner. Any RPN wishing to raise a complaint with respect to the appropriateness of the number of patients assigned to them or their workload shall raise their concern(s) under Section 6: Workload Review Form.

Workload Review Form

- a) RPN's or groups of RPN's shall first raise their workload concern(s) to their immediate supervisor.
- b) In the event that the workload concern(s) is not resolved to the employee(s)' satisfaction, the RPN or group of RPN's, may submit their concerns to the Joint Professional Committee using the "Workload Review Form" and will provide a copy of the completed form to each of the Employer and Union Co-Chairs of the Committee. Such form must be submitted within 10 days of the incident.

SECTION 1 – GENERAL INFORMATION (PLEASE PRINT)

Location/Unit _____

Names of employee(s) reporting _____

Date of Occurrence _____ Shift D / E / N Time: _____

Name of supervisor first contacted about the incident, and when _____

SECTION 2 – DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence _____

Is this an isolated incident? or, an on-going problem?

Has it been reported before? Yes No

APPENDIX 'A'
BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 - REGISTERED PRACTICAL NURSES (RPN)

WORK-LOAD REVIEW FORM

SECTION 3 – WORKING CONDITIONS

Please provide details about the working conditions at the time of the occurrence by providing the following information:

Actual staffing – RNs # _____

Normal staffing – RNs # _____

Actual staffing – RPNs # _____

Normal staffing – RPNs # _____

Actual staffing – USTs # _____

Normal staffing – USTs # _____

Actual staffing - Allied # _____ (specify)

Normal staffing – Allied # _____ (specify)

Float Pool – RNs # _____

Float Pool – RPNs # _____

Float Pool – UST # _____

Central Therapy – Allied # _____

RNs working overtime # _____

RPNs working overtime # _____

Other staff (PCA, agency) # _____ Admin/Unit Clerk? Yes No

If there was a shortage of staff at the time of the occurrence please check the applicable box(es).

Leave / Vacation Sick call (s) Vacancies Other _____

SECTION 4 – PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Actual census # _____

Patients on pass # _____

Please provide details about patient care factors at the time of the occurrence by providing information where relevant:

Change in patient acuity _____

Number of admissions _____

Visitors/family members _____

Equipment/supplies _____

Code Yellow _____

Other (specify) _____

APPENDIX 'A'
BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 - REGISTERED PRACTICAL NURSES (RPN)

WORK-LOAD REVIEW FORM

SECTION 5 – NOTIFICATION

At the time of the occurrence, did you seek assistance from the immediate supervisor? Yes No

Please provide details _____

Did you discuss the occurrence with your Patient Care Manager? Yes No

If ,“Yes”, when? Please provide details.

SECTION 6 – RECOMMENDATION

Please check off and/or comment on any area(s) you feel should be addressed in order to prevent similar occurrences:

In-service training/orientation _____

Additional training _____

Review staffing/patient ratio _____

Review procedure for replacing staff _____

Health & Safety _____

Equipment _____

Other)specify) _____

APPENDIX 'A'

BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 - REGISTERED PRACTICAL NURSES (RPN)

WORK-LOAD REVIEW FORM

SECTION 7 – MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. Such form must be submitted within ten (10) days of the incident. The Manager will return the form in reasonable time in order to be submitted by the employee within the ten (10) days.

Management Signature _____

Date _____

SECTION 8 – EMPLOYEE SIGNATURE(S)

A.
I/we believe my/our concerns have been adequately addressed. We are submitting this information to the Co-Chairs of the Joint Professional Committee and reserve the right to bring any issue forward again should there be a re-occurrence.

| | |
|---------------|-------------|
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |

OR

B.
I/we do not believe the response adequately addresses my/our concerns. I/we request these concerns be forwarded to the Joint Professional Committee in accordance with the Collective Agreement.

| | |
|---------------|-------------|
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |
| Signed: _____ | Date: _____ |

WORK LOAD COMPLAINT FORM

Employees to complete every section.

To correct this problem, I/We recommended:

Name/Title of Immediate Supervisor Notified _____

Date of Notification _____

Immediate Supervisor's response _____

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

Signature of Employee(s) & Printed Name(s) on line below:

Printed Name

Signature
