

**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 (NURSES & PARAMEDICAL FULL-TIME AND  
PART-TIME UNITS)**

hereinafter called the Union,

Party of the Second Part

Expires March 31, 2016

## TABLE OF CONTENTS

|                   |  |           |
|-------------------|--|-----------|
| <b>ARTICLE 1</b>  | <b>PREAMBLE</b> .....  | <b>1</b>  |
| <b>ARTICLE 2</b>  | <b>MANAGEMENT RIGHTS</b> .....   | <b>1</b>  |
| <b>ARTICLE 3</b>  | <b>RECOGNITION AND NEGOTIATIONS</b> .....                                      | <b>1</b>  |
| 3.02              | Work of the Bargaining Unit .....  | 2         |
| 3.03              | No Other Agreements .....  | 2         |
| 3.04              | Volunteers.....  | 2         |
| <b>ARTICLE 4</b>  | <b>NO DISCRIMINATION</b> .....   | <b>3</b>  |
| <b>ARTICLE 5</b>  | <b>JOB SECURITY</b> .....  | <b>3</b>  |
| 5.01              | Contracting Out.....   | 3         |
| 5.02              | Contracting In.....  | 3         |
| 5.03              | Local Health Integration Networks (LHINs).....                                 | 3         |
| <b>ARTICLE 6</b>  | <b>UNION SECURITY</b> .....  | <b>3</b>  |
| 6.01              | Union Dues .....   | 3         |
| 6.02              | Notification to Union .....  | 4         |
| 6.03              | T4 Slip.....   | 4         |
| <b>ARTICLE 7</b>  | <b>THE UNION SHALL ACQUAINT NEW EMPLOYEES</b> .....                            | <b>4</b>  |
| <b>ARTICLE 8</b>  | <b>REPRESENTATION AND COMMITTEES</b> .....                                     | <b>5</b>  |
| 8.01              | Bargaining Committee.....  | 5         |
| 8.02              | Grievance Committee.....   | 5         |
| 8.03              | CUPE National Representative .....   | 5         |
| 8.04              | Labour-Management Committee.....   | 5         |
| 8.05              | Union Stewards.....  | 7         |
| 8.06              | Joint Professional Committee.....  | 7         |
| <b>ARTICLE 9</b>  | <b>SENIORITY</b> .....   | <b>10</b> |
| 9.01              | Seniority List .....   | 10        |
| 9.02              | Seniority for New Full-time and Part-time Employees (Probationary Period)..... | 10        |
| 9.03              | Seniority – Part-time Employees .....  | 11        |
| 9.04              | Loss of Seniority.....   | 12        |
| 9.05              | Seniority During Transfers to Positions Outside of the Bargaining Unit.....    | 12        |
| 9.06              | Effect of Absence .....  | 13        |
| 9.07              | Seniority Tie Breakers .....   | 14        |
| <b>ARTICLE 10</b> | <b>REDEPLOYMENT, LAYOFFS, AND RECALL</b> .....                                 | <b>14</b> |
| 10.01             | Notice and Redeployment Committee .....  | 14        |
| 10.02             | Layoff and Recall.....   | 16        |
| 10.03             | Benefits on Layoff – Full-time Employees.....                                  | 17        |

|                   |   |           |
|-------------------|---|-----------|
| 10.04             | Re-training.....  | 18        |
| 10.05             | Separation Allowance.....                               | 18        |
| 10.06             | Full-time and Part-time Employees.....                  | 19        |
| <b>ARTICLE 11</b> | <b>PROMOTIONS AND STAFF CHANGES .....</b>               | <b>19</b> |
| 11.01             | Posting of Vacancies.....                               | 19        |
| 11.02             | Method of Making Appointments.....                      | 20        |
| 11.03             | Disabled Employees' Preference.....                     | 20        |
| 11.04             | Temporary Vacancies.....                                | 20        |
| 11.09             | General.....  | 21        |
| 11.10             | Request for Transfer.....                               | 22        |
| <b>ARTICLE 12</b> | <b>GRIEVANCE AND ARBITRATION PROCEDURE.....</b>         | <b>22</b> |
| 12.03             | Complaint Stage.....                                    | 22        |
| <b>ARTICLE 13</b> | <b>CLEARING OF RECORD.....</b>                          | <b>25</b> |
| 13.02             | Access to Personnel File.....                           | 26        |
| <b>ARTICLE 14</b> | <b>SICK LEAVE PROVISIONS .....</b>                      | <b>26</b> |
| 14.01             | Sick Leave Defined.....                                 | 26        |
| 14.02             | Amount of Sick Leave.....                               | 26        |
| 14.03             | Sick Leave During Leave of Absence.....                 | 27        |
| 14.04             | Sick Leave Records.....                                 | 27        |
| 14.05             | Accumulated Sick Leave Provisions.....                  | 27        |
| 14.06             | Reporting of Illness.....                               | 28        |
| 14.07             | Return to Work After Illness.....                       | 28        |
| 14.08             | Proof of Illness.....                                   | 29        |
| 14.09             | Payment Pending Determination of WSIB Claims.....       | 29        |
| 14.10             | Injury Pay.....   | 29        |
| <b>ARTICLE 15</b> | <b>WORK SCHEDULE .....</b>                              | <b>30</b> |
| 15.01             | Hours of Work and Scheduling (Full-time Employees)..... | 30        |
| 15.07             | Hours of Work and Scheduling (Part-time Employees)..... | 31        |
| 15.09             | Reporting Pay.....                                      | 34        |
| 15.10             | Holiday Scheduling (RNs Only).....                      | 34        |
| <b>ARTICLE 16</b> | <b>OVERTIME .....</b>                                   | <b>36</b> |
| 16.01             | Overtime Rates Generally.....                           | 36        |
| 16.02             | Definition of Overtime.....                             | 37        |
| 16.03             | Overtime Rates – Designated Holidays.....               | 37        |
| 16.04             | Overtime Rates on Off Days.....                         | 37        |
| 16.05             | No Layoff to Compensate for Overtime.....               | 37        |
| 16.06             | Sharing of Overtime.....                                | 37        |
| 16.07             | Overtime During Layoffs.....                            | 38        |
| 16.08             | No Duplication or Pyramiding.....                       | 38        |
| 16.09             | Minimum Call-Back Time.....                             | 38        |

|                   |   |           |
|-------------------|---|-----------|
| <b>ARTICLE 17</b> | <b>CHANGE OF SHIFT .....</b>                          | <b>38</b> |
| <b>ARTICLE 18</b> | <b>SHIFT PREMIUMS.....</b>                            | <b>38</b> |
| <b>ARTICLE 19</b> | <b>DESIGNATED HOLIDAYS .....</b>                      | <b>39</b> |
| 19.01             | Number of Holidays.....                               | 39        |
| 19.09             | Payment for Working on a Holiday .....                | 40        |
| <b>ARTICLE 20</b> | <b>ANNUAL VACATIONS .....</b>                         | <b>40</b> |
| 20.09             | Entitlement, Qualifiers & Calculation of Payment..... | 41        |
| 20.11             | Bereavement During Vacation.....                      | 42        |
| <b>ARTICLE 21</b> | <b>LEAVE OF ABSENCE.....</b>                          | <b>43</b> |
| 21.01             | Union Conventions.....                                | 43        |
| 21.02             | Leave for Union Members .....                         | 43        |
| 21.03             | Leave for Public Office .....                         | 44        |
| 21.04             | Bereavement Leave .....                               | 44        |
| 21.05             | Jury Duty.....  | 44        |
| 21.06             | General Leave.....                                    | 45        |
| 21.07             | Pregnancy Leave .....                                 | 45        |
| 21.08             | Parental Leave .....                                  | 46        |
| 21.09             | Absence less than thirty (30) calendar days .....     | 47        |
| 21.10             | Absence greater than thirty (30) calendar days .....  | 48        |
| 21.11             | Education Leave .....                                 | 48        |
| 21.12             | Pre-Paid Leave Plan .....                             | 49        |
| 21.13             | Citizenship Leave.....                                | 51        |
| 21.14             | Family Medical Leave.....                             | 51        |
| 21.15             | Emergency Leave .....                                 | 52        |
| 21.16             | Military Leave.....                                   | 52        |
| <b>ARTICLE 22</b> | <b>PAYMENT OF WAGES AND ALLOWANCES .....</b>          | <b>53</b> |
| 22.01             | Pay Day .....   | 53        |
| 22.02             | Responsibility Allowance.....                         | 53        |
| 22.03             | Promotion to a Higher Classification.....             | 53        |
| 22.04             | Recognition of Previous Experience.....               | 54        |
| 22.05             | Annual Registration.....                              | 54        |
| 22.06             | Meal Allowance .....                                  | 54        |
| 22.07             | Preceptor Allowance .....                             | 55        |
| <b>ARTICLE 23</b> | <b>UNIFORMS.....</b>                                  | <b>55</b> |
| <b>ARTICLE 24</b> | <b>REST PERIODS AND MEAL BREAKS .....</b>             | <b>55</b> |
| 24.02             | Meal Breaks .....                                     | 55        |
| 24.03             | Rest Periods.....                                     | 55        |
| <b>ARTICLE 25</b> | <b>JOB RECLASSIFICATION .....</b>                     | <b>55</b> |

|                   |  |           |
|-------------------|--|-----------|
| <b>ARTICLE 26</b> | <b>BENEFITS</b> .....                                      | <b>56</b> |
| 26.01             | Hospital Insurance.....                                    | 56        |
| 26.02             | Group Life Insurance.....                                  | 56        |
| 26.03             | Medical Benefits.....                                      | 56        |
| 26.04             | Dental Plan.....   | 57        |
| 26.05             | Insured Benefits.....                                      | 57        |
| 26.08             | Long Term Disability .....                                 | 58        |
| <b>ARTICLE 27</b> | <b>NO STRIKE OR LOCK-OUT</b> .....                         | <b>58</b> |
| <b>ARTICLE 28</b> | <b>GENERAL</b> .....                                       | <b>58</b> |
| 28.06             | Part-time Commitment .....                                 | 59        |
| 28.07             | Bereavement.....   | 59        |
| 28.08             | Collective Agreement.....                                  | 59        |
| 28.09             | Liability Insurance.....                                   | 59        |
| <b>ARTICLE 29</b> | <b>DEFINITIONS</b> .....                                   | <b>59</b> |
| 29.03             | Part-time Employee .....                                   | 60        |
| 29.04             | Definition of Casual Part-time Employee .....              | 60        |
| 29.05             | Shift Worked On A Designated Holiday.....                  | 60        |
| 29.06             | Working Days.....  | 60        |
| 29.07             | Definition of Overtime.....                                | 60        |
| <b>ARTICLE 30</b> | <b>PENSIONS AND RETIREMENT ALLOWANCE</b> .....             | <b>60</b> |
| 30.01             | Pensions.....  | 60        |
| 30.02             | Retiring Allowance .....                                   | 61        |
| <b>ARTICLE 31</b> | <b>TECHNOLOGICAL CHANGE</b> .....                          | <b>61</b> |
| <b>ARTICLE 32</b> | <b>PAYMENT FOR LEGISLATED COMMITTEE MEMBERS</b> .....      | <b>62</b> |
| <b>ARTICLE 33</b> | <b>HEALTH &amp; SAFETY</b> .....                           | <b>62</b> |
| 33.01             | Joint Occupational Health and Safety Committee .....       | 62        |
| <b>ARTICLE 34</b> | <b>FISCAL ADVISORY COMMITTEE</b> .....                     | <b>63</b> |
| <b>ARTICLE 35</b> | <b>MODIFIED WORK</b> .....                                 | <b>63</b> |
| <b>ARTICLE 36</b> | <b>COLLECTIVE AGREEMENT RE-OPENERS</b> .....               | <b>64</b> |
|                   | <b>SCHEDULE "A" – WAGE RATES</b> .....                     | <b>i</b>  |
|                   | <b>LETTER OF INTENT – Benefits Booklets</b> .....          | <b>a</b>  |
|                   | <b>LETTER OF INTENT – Workplace Relations Policy</b> ..... | <b>b</b>  |

**LETTER OF INTENT – Re: Alternate Unit and/or Float Pool (RNs)..... c**

**LETTER OF INTENT – Re: Central Therapy ..... d**

**LETTER OF INTENT – Bridgepoint Hospital Redevelopment..... e**

**LETTER OF INTENT – Re: Variable Work Hours..... f**

**LETTER OF INTENT – Re: Updated Legislation..... h**

**LETTER OF INTENT – Re: Leaves to Help Families ..... i**

**APPENDIX “I” – Variable Work Schedule Record**

**APPENDIX “II” – Variable Work Hours Authorization Form**

**APPENDIX “III” – Workload Review Form**

## **ARTICLE 1 – PREAMBLE**

1.01 WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operations;
- (d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union;
- (e) To work together to secure the best possible care and health protection for patients.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement.

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes that within the limitations and qualifications contained in this Agreement, it is the exclusive responsibility and right of the management of 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 3 - RECOGNITION AND NEGOTIATIONS**

3.01 (a) Full-time Unit:

The Employer recognizes the Canadian Union of Public Employees, Local 79, as the exclusive bargaining agent for all registered Nurses and graduate Nurses employed in a nursing capacity, Physiotherapists, Occupational Therapists, Speech Language Pathologists, Dietitians, Infection Control Nurse, Wound Care Resource Nurse, Dental Hygienist, Chiropodist, and Clinical Practice Leader employed by the Hospital save and except Nurse Managers, Head Therapists,

Assistant Director, Food Services and persons above the rank of Nurse Manager, Head Therapist and Assistant Director, Food Services and persons regularly scheduled to work twenty-four (24) hours or less per week.

(b) Part-time Unit:

The Employer recognizes the Canadian Union of Public Employees, Local 79, as the exclusive bargaining agent for all Employees of The Board of Governors of Bridgepoint Hospital in the Municipality of Metropolitan Toronto, regularly employed for not more than twenty-four (24) hours per week as Registered Nurses and Graduate Nurses employed in a nursing capacity, Physiotherapists, Occupational Therapists, Speech Language Pathologists, Dieticians, Infection Control Nurse, Wound Care Resource Nurse, Dental Hygienist, Chiropodist, and Clinical Practice Leader save and except, Head Therapists, Co-ordinators Food Services, Nursing Unit Directors, and persons above the rank of Nursing Unit Director, Head Therapist and Co-ordinators Food Services, and persons in the Bargaining Unit for which any trade Union held bargaining rights as of February 28, 1994.

3.02 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular Employees are not available.

3.03 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or 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.

3.04 Volunteers

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

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Hospital and the Union recognize and uphold the inherent dignity, worth and rights of each individual and to promote a harmonious work relationship. The Employer 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, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, 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.
- 4.02 The principle of equal pay for work of equal value shall apply regardless of sex.

## **ARTICLE 5 - JOB SECURITY**

### **5.01 Contracting Out**

The Employer will not contract out any work which will result in an Employee in the Bargaining Unit being laid off or suffering a reduction in her/his regular hourly rate of pay.

### **5.02 Contracting In**

Further to Article 10.01(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.

### **5.03 Local Health Integration Networks**

The Hospital agrees that any LHIN initiative that will have direct impact on the Members of the Bargaining Unit will be brought to the Union's attention in advance, where possible, of any implementation for meaningful discussion. The Union will be provided with any pertinent financial staffing information as required under Article 34.

## **ARTICLE 6 – UNION SECURITY**

### **6.01 Union Dues**

The Employer agrees to deduct from every Employee any monthly dues or assessments uniformly levied, in accordance with the Union By-laws, and owing by him/her 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.

The Union agrees to save the Employer harmless from all such deductions and payments so made.

**6.02 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 hirings, lay-offs, recalls, terminations and resignations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

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.

**6.03 T4 Slip**

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

**ARTICLE 7 - THE UNION SHALL ACQUAINT NEW EMPLOYEES**

7.01 A representative of the Union shall be given an opportunity within regular working hours to interview each new Employee for a maximum of 30 minutes during the first month of employment for the purpose of discussing with the new Employee the benefits, and duties of the Union Membership, and responsibilities to the Employer and the Union.

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

## **ARTICLE 8 – REPRESENTATION AND COMMITTEES**

### **8.01 Bargaining Committee**

The Hospital agrees to recognize a Bargaining Committee comprised of Employee representatives of the Union for the purpose of negotiating a renewal Agreement. The Hospital agrees to pay Members of the Bargaining Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, not including arbitration. Nothing in this provision is intended to preclude the Union Bargaining 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 Bargaining team Member's scheduled shift, the Hospital will endeavour to provide a one (1) 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 21.02.

The Union may appoint a Bargaining Committee consisting of not more than six (6) Employees of this Hospital three (3) of which shall be Full-time and three (3) of which shall be Part-time. At least two (2) of these six (6) Employees shall be appointed from a department of the Hospital other than a Nursing Department.

The Union will advise the Hospital of the names of its Committee Members.

### **8.02 Grievance Committee**

The Union Grievance Committee shall consist of not more than six (6) Members (Employees) of this Hospital, one (1) of which shall be Full-time and one (1) of which shall be Part-time. The Union will advise the Hospital of the names of its Committee Members. The President or her/his designated representative may also be present.

### **8.03 CUPE National Representative**

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

### **8.04 Labour-Management Committee**

A Labour-Management Committee shall be set up consisting of five (5) Employee representatives of the Union, one (1) of which shall be Full-time and one (1) of which shall be Part-time, and five (5) representatives of the Hospital. 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. Improvement of Employee relations.
2. Increasing operating efficiency by promoting co-operation in effective economy moves.
3. Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of patient care.
4. Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
5. Correction of conditions making for grievances and misunderstandings.
6. Discussing and reviewing matters relating to orientation and in-service programmes.
7. Any other matter deemed appropriate.

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.

An Employer and a Union representative shall be designated as joint Chairperson 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 Chairperson. 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.

If the meetings are scheduled during the Employees normal working hours, time spent away from regular duties shall be without loss of straight time remuneration and for Part-time Employees, any applicable percentage in lieu.

In light of other existing Agreements between CUPE and the Hospital providing for such Committees, the Committee may be a joint one representing Employees under two (2) or more Agreements, provided two (2) representatives from each of the Bargaining Units is present.

#### 8.05 Union Stewards

The Union may appoint or otherwise select twelve (12) stewards to assist Employees in the presentation of any grievance that may arise. 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. The Union shall notify the Hospital in writing of the names of such stewards. In the event of any changes to the stewards, the Union will notify the Hospital as soon as possible.

##### Time Spent on Investigations/Negotiations

The Hospital agrees that permission shall be granted upon request to representatives of the Union to leave their assigned work in order to carry out investigations or negotiations with the Hospital with respect to a grievance or complaint. 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 spent during working hours for the investigation of a grievance. Time spent absent from regular duties shall be without loss of remuneration.

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 a grievance. Such Steward shall hold her/his conference in a private area other than a duty area.

##### Interchangeability of Stewards and Officers

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

##### 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, she/he will be paid for all hours in attendance at such meetings at her/his 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.

#### 8.06 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.

The Joint Professional Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall consist of three (3) Members appointed by the Union and three (3) Members appointed by the Employer. 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.

#### 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 or 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 Employee(s) within the Bargaining Unit(s), 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 or a group of Nurses, Dieticians and/or Therapists on a without prejudice basis, including but not limited to:

- (1) The review of written submissions by Nurses, Dieticians and /or Therapists with respect to the equitable distribution of work within a unit or with respect to their workload submitted in accordance with section 6;
- (2) Providing a forum for Nurses, Dieticians and/or Therapists 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:

- (3) The assignment of an equitable distribution of work within a unit or a workload to an individual Nurse, Dietician or Therapist or group of Nurses, Dieticians or Therapists;
- (4) Questions with respect to the quantity and quality of patient care;
- (5) Content of Orientation and In-Service Programs from time to time and make recommendations for improvement;
- (6) Evaluation of the effectiveness of changes implemented by the Hospital;
- (7) 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 Nurse, Dietician and/or Therapist 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 Nurse, Dietician and/or Therapist 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) Employees, or group of employees 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 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 'III' to the Collective Agreement.

## **ARTICLE 9 – SENIORITY**

### 9.01 Seniority List

Where qualified seniority is preference or priority for promotions, demotions, layoffs and rehiring and all other matters measured by length of service with the Employer as outlined herein, seniority shall operate on a bargaining unit wide basis.

The Hospital shall maintain an up-to-date seniority list showing each Employee's seniority. An up-to-date seniority list shall be sent to the Union in hard copy and electronic form, which shall be posted on the hospital's intranet, and posted on all bulletin boards in January and July of each year. Lists shall remain posted on the hospital's intranet until the next revised list is issued.

### 9.02 Seniority for New Full-time and Part-time Employees

#### (a) Probationary Period

Newly hired Employees shall be considered to be on probation basis for a period of seventy (70) days worked (five hundred and twenty five (525) hours worked for Part-time Employees) from the date of hiring. During the probationary period Employees shall be entitled to all rights and privileges of this Agreement except that the employment of such Employees may be terminated at any time during this period of seventy (70) days worked (five hundred and twenty five (525) hours worked for Part-time Employees) without

recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the first day of the present period of employment and shall accrue on the basis of her/his length of service with the Hospital. With the written consent of the Hospital, the probationary Employee, and the President of Local 79 or designate, such probationary period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) days worked (four hundred and fifty (450) hours worked for Part-time Employees) and, where requested, the Hospital will advise the Employee and the Union of the basis of such extension with recommendations for the Employee's professional development.

(b) Written Progress Reports

The Employee will receive a written progress report at approximately the mid-point of the probationary period. Such report will be discussed with the Employee. It is understood that the contents of the progress report are not grievable.

9.03 Seniority – 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) Effective August 5, 2009 an employee whose status is changed from full-time to part-time shall receive full credit for her/his seniority based on 1950 hours paid equals one year, 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) Effective August 5, 2009 an employee whose status is changed from part-time to full-time shall receive credit for her/his seniority based on 1950 hours paid equals one year 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 she/he not transferred.

- (e) Effective January 1, 2003 a part time Employee cannot accrue more than one year's seniority in a calendar year. Effective August 5, 2009 one year equals 1950 hours paid.

#### 9.04 Loss of Seniority

An Employee shall lose all seniority and shall be deemed to have terminated her/his employment if she/he:

- (a) is discharged for cause and is not reinstated through the grievance/arbitration procedure;
- (b) she/he resigns;
- (c) she/he is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
- (d) after a layoff, fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless not reasonably possible. It shall be the responsibility of the Employee to keep the Employer informed of her/his current address;
- (e) fails to return to work on termination of an approved leave of absence without just cause;
- (f) uses a leave of absence for purposes other than those for which the leave of absence was granted;
- (g) is laid off within forty-eight (48) months; or
- (h) is retired.

#### 9.05 Seniority During Transfers to Positions Outside of the Bargaining Unit

No Employee may be transferred to a position outside of the bargaining unit without her/his consent.

If an Employee is temporarily transferred to a position not covered by this Agreement, she/he shall retain seniority in the position from which she/he was temporarily transferred, for the first twelve (12) months of the transfer. After the twelve (12) months, all seniority shall be lost. Upon the Employee's return within the twelve (12) months specified above, an Employee must remain in the bargaining unit for a period of at least four (4) months before transferring out of

the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

All such temporary transfers shall be of a specified length of time (and in no case shall be longer than twelve (12) months), and the Union shall be notified of the length of the transfer and position title before the transfer takes place.

Exceptions to the twelve (12) months referred to in the above paragraphs may be made for transfers for pregnancy and parental leaves, which can be extended to 15 months.

If an Employee is permanently transferred to a position not covered by this Agreement, all seniority shall be lost.

#### 9.06 Effect of Absence

No Employee shall suffer any loss of seniority while absent from work on Workplace Safety and Insurance Board (WSIB) or sick leave.

##### **Full-time Employees**

- (a) Length of service will be interpreted by the Hospital as years of unbroken service with the Hospital. 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. Such payment shall also continue while the employee is on sick leave, including the Employment and Insurance period to a maximum of thirty (30) months from the time the absence commenced.
- (c) 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 Workers' Safety and Insurance Board benefits.
- (d) 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 WSIB benefit, LTD benefits or sick leave.

## **Part-time Employees**

- (e) 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.

### **9.07 Seniority Tie Breakers**

Where two or more Employees have the same seniority the Employees seniority ranking shall be resolved by ordering the Employees in descending alphabetical order by surname. In the event two or more Employees with equal seniority have the same surname then the Employees seniority ranking shall be resolved by ordering the Employees in descending alphabetical order by their legal given name.

## **ARTICLE 10 – REDEPLOYMENT, LAYOFFS, AND RECALL**

### **10.01 Notice and Redeployment Committee**

#### **(a) Notice**

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected Employee(s), if any, no less than five (5) months written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any Member(s) of the Bargaining Unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

#### **(b) Redeployment Committee**

At each Hospital, a Redeployment Committee Meeting will be established not later than two (2) weeks after the notice referred to in 10.01 and will meet thereafter as frequently as is necessary.

##### **(i) Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Hospital which could be performed by bargaining unit Employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a Collective Agreement.
- (3) Identify the re-training needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 10.04(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 procedures 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 six (6) representatives on this Committee, one (1) of which shall be Full-time and one (1) of which shall be Part-time. 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 meetings 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 alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

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

(iv) Alternatives

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

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

10.02 Layoff and Recall

An Employee in receipt of notice of layoff pursuant to 10:01(a) (ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 10.05; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension plan (HOOPP) as outlined in Article 30; or
- (d) displace another Employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the Employee originally subject to layoff has the ability to meet the normal requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 10.01.

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 layoff.

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

- (e) In the event that there are no Employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off Employee shall have the right to displace another Employee with lesser seniority 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 layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another Employee in accordance with (a) and (d) above.

An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided 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 held prior to the layoff should it become vacant within six (6) months of being recalled.

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

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

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

No Full-time Employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to one or more Part-time Employees.

#### Full-time Employees

In the event of a layoff of an Employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 10.01.

#### 10.03 Benefits on Layoff – Full-time Employees

In the event of a lay-off of an Employee, the Hospital shall pay its share of insured benefits premiums 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.

#### 10.04 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 layoff or who is unable to displace any other Employee could be redeployed to a Hospital position identified by the Redeployment Committee in accordance with Article 10.01 (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 layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the re-training and scheduling, and seniority requirements may by mutual Agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any Employee subject to layoff who may require a leave of absence to undertake 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 10.04(a)(i).

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

#### 10.05 Separation Allowance

- (a) Where an Employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 10.01(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 programme

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 thirty (30) days after receiving notice pursuant to Article 10.01(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).

#### **10.06 Full-time and Part-time Employees**

Employees hired for a fixed period of time to fill a temporary vacancy caused by the absence of a Full-time or Part-time Employee will not be entitled to access the layoff and recall provisions of the Collective Agreement.

### **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

#### **11.01 Posting of Vacancies**

Prior to filing any permanent vacancy or temporary vacancy in excess of five (5) months, the Employer shall post notice of the position on the designated Bulletin board(s) for a minimum of seven (7) working days in order that all Employees may know about the position and be able to make written application for such position.

A copy of such notice will be forwarded to the Union office electronically, and the notice shall contain at least the following information: classification, rate of pay, department, unit, shift and qualifications. In addition, on a quarterly basis, the Hospital will provide Local 79 with a list of all persons occupying temporary vacancies in excess of five (5) months, including start date and duration of the vacancy. The list shall include the classification and status (FT/PT) of the temporary position.

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 Hospital shall meet to discuss the reason(s).

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 10.01(a) of its intention to eliminate the position.

#### **Rescinding of a Posting**

When the Hospital rescinds a job posting such posting shall be provided to the Union as soon as reasonably possible as well as the reasons for rescinding.

#### 11.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service, and having the required qualifications. It is understood that, for the purpose of determining an applicant's seniority for a job posting, the Hospital shall use seniority accrued at the end of the pay period immediately preceding the date of the commencement of the job posting. The successful applicant shall be placed on trial for a period of thirty (30) days worked for full time Employees and two hundred and twenty-five (225) hours worked for part time Employees in the new job. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days worked / 225 hours worked in the new job. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, she/he shall be returned to her/his former position without loss of seniority and her/his former salary, if such position is still in the establishment and any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position without loss of seniority and her/his former salary, if such position is still in the establishment.

Within the trial period the Employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority and former salary subject to any wage scale increments which may have occurred during the period in the new position.

The name of the successful applicant, job posting number, job classification and the department/unit will be posted on the bulletin board for a period of seven (7) calendar days.

The Hospital will provide on a monthly basis a copy of all job postings and successful applicants to the Union.

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 her/his permanent status (i.e. from Part-time status to Full-time status or change in job classification).

#### 11.03 Disabled Employees' Preference

An Employee with five (5) years or more of seniority who, by reason of advancing years or temporary disablement, is no longer capable of performing the normal requirements of her/his regular work, will be given any available light work at the rate of pay applicable to the said light work.

#### 11.04 Temporary Vacancies

Temporary vacancy shall be considered as one that is caused by the absence of an Employee due to sickness, injury, absenteeism, a temporary leave of absence authorized by the Employer, vacations or a temporary increase in work.

- 11.05 Temporary vacancies will not be posted where such vacancy is not expected to last in excess of five (5) months. However, when filling a temporary vacancy the Employer 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 Employer, no such Employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.
- 11.06 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 position.
- 11.07 If upon review as set out in 11.06 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.
- 11.08 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.

11.09 General

Employees filling a temporary Full-time vacancy in excess of five (5) 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 26, and shall not exceed the duration of the temporary vacancy assignment.

Note:

- (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

#### 11.10 Request for Transfer

An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her/his name, present unit/department and requested unit/department. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies. Appointment shall be made in accordance with article 11.02.

### **ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

12.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

12.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, including 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. The Hospital agrees that where an employee is required to attend a meeting initiated by the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and her/his right to union representation. All investigations related to employment will be completed in a timely manner.

#### 12.03 Complaint Stage

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, it shall then be taken up as a grievance 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 him/her. 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 designate. A meeting will then be held between the Director, Human Resources or her/his designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by Agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Director, Human Resources or her/his designate 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.

### 12.04 Policy Grievance

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.

### 12.05 Group Grievance

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.

12.06 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 effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the Employee, or
- (b) reinstating the Employee with or without full compensation for the time lost, or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an Employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed her/his probationary period, without just cause.

#### 12.07 Arbitration

- (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 12.07(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 request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 12.08 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.
- 12.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (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.
- 12.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 12.12 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.
- 12.13 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 Chair will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 12.14 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.
- 12.15 The time limits set out in the Grievance and Arbitration Procedure 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 43(20) of the Labour Relations Act, 1995, S.O. 1995, c.1, Sch. A, as amended.
- 12.16 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.
- 12.17 Where discipline results in the termination of an employee, the Hospital will ensure that such employee has access to the Employee Assistance Program (EAP). The employee will be able to utilize EAP for up to three months after the date of termination at no cost to the Employee, provided the employee makes contact and commences participation in a program within one month of the date of termination.

### **ARTICLE 13 - CLEARING OF RECORD**

13.01 (a) Full-time Employees:

The record of a Full-time Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

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.

(b) Part-time Employees:

Any letter of reprimand, suspension or any other sanction will be removed from the record of a Part-time 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.

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.

13.02 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. Employees may be accompanied by a Union representative of their choice, or co-worker of their choice if they so request. The Director of Human Resources or designate shall be present when the file is being viewed. Employees have the right to request copies of any evaluations in their Personnel File.

**ARTICLE 14 – SICK LEAVE PROVISIONS**

Full-time Employees:

14.01 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, attending a medical procedure, investigation by a specialist, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997 S.O. 1997, c.16, Sch. A, as amended.

14.02 Amount of Sick Leave

Sick leave shall be granted to Employees on the basis of one and one-half (1½) 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:

|  |         |
|--|---------|
| 1 <sup>st</sup> day of a month and the 7 <sup>th</sup> day inclusive   | 1½ days |
| 8 <sup>th</sup> day of a month and the 14 <sup>th</sup> day inclusive  | 1 day   |
| 15 <sup>th</sup> day of a month and the 21 <sup>st</sup> day inclusive | ½ day   |
| 22 <sup>nd</sup> 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 14.01. 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.

Any dispute which may arise concerning an Employee's entitlement to any benefits referred to in Article 14.02 may be subject to the grievance and arbitration process under the provisions of this Collective Agreement.

#### 14.03 Sick Leave During Leave of Absence

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., she/he shall not receive sick leave credit for the period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such leave or layoff.

Mechanics

Off without pay ½ days or less accumulates 1½ days

Off without pay for more than ½ 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 ½ day

Off without pay for 15 continuous calendar days or more in any month accumulates 0 days

Leave of Absence for Union business without pay up to seven (7) consecutive calendar days in any month accumulates 1½ days

#### 14.04 Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

#### 14.05 Accumulated Sick Leave Provisions

(a) In the event of the death of an Employee, there shall be paid to her/his surviving 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 him/her 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 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 him/her 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 him/her 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%) of the number of days standing to her/his credit for sick leave subject to a limit of an amount not in excess what she/he could have earned in nine (9) months at the regular monthly rate received by him/her immediately prior to her/his severance of employment.

**14.06 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.

**14.07 Return to Work After Illness (Full-time and Part-time Employees)**

**(a) Return to Work After Illness – More Than Three Days**

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 (24) hours prior to the start of her/his next scheduled shift.

**(b) Return to Work After Illness – Three Days or Less**

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.

**(c) Failure to Notify the Hospital of a Return from Illness**

It is understood that an Employee's failure to report their return to work within the time frame under Article 14.07 will not result in the cancellation of an Employee who has already been booked to work the shift.

**14.08 Proof of Illness (Full-time and Part-time Employees)**

The Employer 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.

**14.09 Payment Pending Determination of WSIB Claims**

(a) 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 Workers' Compensation for a period longer than one complete day may apply to the Hospital for payment equivalent to the lesser of the benefit she/he would receive from Workers' Compensation 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 Workers' Compensation 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.

(b) An Employee who has sick leave credits in her/his 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 Act, 1997 S.O. 1997, as amended, 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.

**14.10 Injury Pay**

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

14.11 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 15 - WORK SCHEDULE**

### **Full-time Employees:**

15.01 The hours of work for Employees in this Bargaining Unit shall be as follows:

(a) Registered Nurses, Graduate Nurses and Dietitians shall be required to work seven and one-half (7-1/2) hours per shift, excluding a luncheon period, and exclusive of a turn-over period of up to fifteen (15) minutes, on a schedule providing seventy-five (75) hours of work over a two (2) week period. Should such turn-over period extend beyond fifteen (15) minutes the entire period shall be considered overtime for the purposes of payment.

(b) Physiotherapists, Occupational Therapists, Chiropractors, Dental Hygienists and Speech Language Pathologists shall work five (5) consecutive seven and one-half (7-1/2) hour days exclusive of a luncheon period.

15.02 Employees required by the Hospital to work in excess of the hours outlined in Article 15.01 herein shall be paid overtime for all such excess hours which shall be paid for at the rate of time and one-half the Employee's regular straight time rate of pay.

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

15.03 Schedules shall be posted at least two (2) weeks in advance of going into effect. The work schedule encompassing Christmas and/or New Year will be posted by December 1<sup>st</sup> of each year.

15.04 Schedules are to provide at least one (1) weekend off in three (3) weekends. Applies to 15.01 (a) only. The Hospital will endeavor to provide a schedule that provides Employees with one weekend off in every two weekends.

15.05 Employees shall be allowed the trading of days off with another Employee, subject to the approval of the immediate supervisor. Such mutual exchange would not require the Employer 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.

15.06 (a) At least forty-eight (48) hours shall be scheduled off following the night shift when changing shift schedules to either the day or evening shift.

(b) For Full-time Employees seniority shall determine shift preference, subject only to ability to perform the job required, where Employees are not on a regular rotating shift.

## **Part-time Employees – Hours of Work and Scheduling**

15.07 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) Registered Nurses, Graduate Nurses and Dieticians will be required to work up to seven-and-one-half (7½) hours per shift, excluding of a lunch period, and exclusive of a turnover period 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) Physiotherapists, Occupational Therapists, Chiropodists, Dental Hygienists and Speech Language Pathologists will work up to seven-and-one-half (7½) hours per day exclusive of a lunch period.
- (c) Employees required by the Hospital to work in excess of seven-and-one-half (7½) hours per shift shall be paid overtime for all such excess hours which shall be paid for at the rate of time-and-one-half (1½) the regular straight time rate of pay.

The regular straight time rate of pay is that prescribed in Wage Schedule “A” of the Collective Agreement.

- (d) Shifts of less than seven-and-a-half (7½) hours shall be of a minimum duration of four (4) hours.

### 15.08 (A) (1) Commitment (Nursing)

A Regular Part-time Nurse will be available to work:

- (a) a minimum of four (4) tours per two (2) week pay period; including two (2) different rotations of which days is one (1) [i.e. D/E, D/N];
- (b) 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
- (c) 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).

A Regular part-time RN will be required to provide this commitment, as well as her/his availability, upon hire and advise the Hospital of any change hereto.

(2) Commitment (Non-Nursing)

A Regular Part-time Employee will be available to work:

- (a) a minimum of four (4) shifts per two (2) week pay period;
- (b) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday]; and
- (c) 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 hereto.

15.08 (B) Schedules

All Regular Part-time and Casual Employees (if the casual is 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 (6) 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.

(1) Scheduling (All Employees Except RN's)

- (a) Casual and 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.

- (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 11.01.

## (2) RN 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.

Casual and 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 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.

## (3) Shift Change/Exchange – Part-time Employees

### Change of Shift

Once the shift schedule is posted, a request for a shift change must be made in writing to the 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.

### Shift Exchange

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 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.

**All Employees:**

**15.09 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 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.

**15.10 Holiday Scheduling (RNs Only)**

The Hospital and the Union agree that the process outlined below will be used for the purpose of scheduling Employees to work the holidays (except for Christmas and New Years).

First, Full-time Employees scheduled to work the holiday as part of their regular schedule will have the option of working the holiday or receive the day off. If an Employee decides to take the day off the Employee will be coded as a statutory holiday with pay (i.e. C-Day).

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 an 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.

**15.11 Schedules will show employees grouped by status and ranked in order of the most recently posted seniority list.**

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 Years period.

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 letter of intent, 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 Years 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 Years period. It is understood that the time off over the Christmas or New Years shall be eligible for at least 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 Years 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 her/his request could not be granted and the Manager shall advise the Employee of her/his scheduling options over the Christmas and New Years 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 Years period
- Work both the Christmas and New Years period; and
- To indicate the preferred shift(s) they would like to work over the Christmas and New Years 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 Years period. Further to Article 15.08(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 Years 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 Years 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.

**Casual Employees:**

The Hospital will post a notice on each unit asking Employees to indicate their availability to work the Christmas and/or New Years period. The notice will be posted five (5) weeks prior to the posting of the schedule that will cover the Christmas and New Years 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 Years period by December 1<sup>st</sup>. It is understood that, subject to staffing requirements, during the period of December 15<sup>th</sup> to January 15<sup>th</sup> the provisions of Article 15.04 (weekends off) may be waived.

**ARTICLE 16 – OVERTIME**

**16.01 Overtime Rates Generally – Full-time Employees**

- (a) 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 (1½) for each day that she/he works in excess of the seven (7) consecutive regularly scheduled work days.

- (b) If an Employee is called in before her/his regular shift commences she/he shall be paid overtime rates of time and one-half (1½) until her/his regular shift commences.
- (c) An Employee required to work more than two (2) hours of overtime will be granted an additional rest period of fifteen (15) minutes duration.

#### 16.02 Definition of Overtime – Part-time Employees

Employees required by the Hospital to work in excess of:

- (a) Employees will receive time-and-one-half (1½) straight time pay for all authorized hours worked in excess of seven-and-one-half (7½) per day or seventy-five (75) hours worked in a two (2) week period.
- (b) 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 (1½) for each day that he works in excess of the seven (7) consecutive scheduled regularly worked days.
- (c) If an Employee is called in before her/his regular shift commences, she/he shall be paid overtime rates of time-and-one-half (1½) until her/his regular shift commences.
- (d) When an Employee performs authorized overtime work of at least two (2) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

#### 16.03 Overtime Rates - Designated Holidays – Full-time Employees

An Employee who is required to work on a designated holiday (which are listed in Article 19.01) shall be paid overtime rates of time and one-half (1½). In addition, the Employee shall receive her/his regular holiday pay, or a day off in lieu of holiday pay, at her/his option and as arranged not less than two (2) weeks in advance with her/his supervisor.

#### 16.04 Overtime Rates on Off Days – Full-time Employees

All time worked on scheduled off days shall be paid at time and one-half (1½) the regular straight time rate of pay for every hour worked.

#### 16.05 No Layoff to Compensate for Overtime- Full-time Employees

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

#### 16.06 Sharing of Overtime- Full-time Employees

Overtime and call back time shall be divided equally among those Full-time Employees normally engaged in those operations and who are qualified to perform the work that is available.



16.07 Overtime During Layoffs – Full-time Employees

There shall be no extended amount of overtime worked in any operation where there are Employees on layoff in the same or similar type of operation and qualified to perform the available work.

16.08 No Duplication or Pyramiding – Full-time and Part-time Employees

The overtime rate shall be time and one-half (1½) the Employee's regular straight time rate of pay. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

16.09 Minimum Call-Back Time – Full-time and Part-time Employees

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 three (3) hours work or three (3) hours pay at the rate of time and one-half (1½) their regular straight time rate of pay. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half(1½), afterwards they shall revert back to the regular shift.

**ARTICLE 17 - CHANGE OF SHIFT**

17.01 Full-time Employees:

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 16 shall be paid for the first shift worked after the shift change.

17.02 Part-time Employees:

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].

**ARTICLE 18 – SHIFT PREMIUMS**

18.01 An Employee shall be paid a shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked on the evening shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

A premium of two dollars and fifty cents (\$2.50) will be paid per hour for each hour worked on the night shift. Shift premium will not form part of the Employee's straight time hourly rate.

18.02 For full-time employees seniority shall determine shift preference, subject only to ability to perform the job required, where employees are not on a regular rotating shift.

18.03 An Employee shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour worked between twenty four hundred (2400) hours Friday and twenty four hundred (2400) hours Sunday.

## **ARTICLE 19 - DESIGNATED HOLIDAYS**

### **19.01 Number of Holidays – Full and Part-time**

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

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

### **Full-time Employees**

19.02 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.

Employees not required to work on a designated holiday shall receive holiday pay at the total rate for the normal number of hours they would have worked on the day in question had it not been observed as a holiday.

Employees who are on leave of absence without pay from the Hospital on the day a designated holiday falls shall not be entitled to receive holiday pay.

19.03 Except in cases where the Employee provides a satisfactory reason, holiday pay shall not be given to Employees who fail to work their regularly scheduled shifts before and after the holiday.

19.04 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.

19.05 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.

19.06 Where practicable Employees shall be granted lieu days of their choosing.

**Full-time and Part-time**

19.07 Subject to staffing requirements, during the period of December 15th to January 15th, the provisions of Article 15.04 (week-ends off) may be waived.

19.08 (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 at least four (4) consecutive days off, at either Christmas or New Year's.

**Part-time Employees:**

19.09 Payment for Working on a Holiday

An Employee required to work on a designated holiday shall be paid at the rate of time and one-half (1½) for hours worked.

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.

**ARTICLE 20 - ANNUAL VACATIONS**

**Full-time Employees:**

20.01 Annual vacations with pay shall be granted in accordance with the following:

(a) Employees who have less than one (1) year of service as of June 30th shall be granted vacations on a pro-rated basis in accordance with their vacation entitlement as set out in (b) below.

(b) Employees in the Bargaining Unit working at their vocation will be granted three (3) weeks annual vacation (accrued at 4.327 hours bi-weekly) after completing one (1) year of service.

(c) Four (4) weeks (accrued at 5.769 hours bi-weekly) after three (3) years of service.

(d) Five (5) weeks (accrued at 7.212 hours bi-weekly) after eleven (11) years of service.

(e) Six (6) weeks (accrued at 8.654 hours bi-weekly) after twenty (20) years of service.

- (f) Seven (7) weeks after twenty-five (25) years of service.
- 20.02 (a) Service for vacation entitlement shall be calculated as of June 30th in each year.
- (b) An Employee shall become eligible for her/his increased vacation entitlement as outlined in Article 20.01 in the year in which the appropriate anniversary date of employment falls. Where her/his anniversary date is after June 30th, the additional weeks shall be taken after the said anniversary date, and will apply only if there is one clear week remaining in the calendar year.
- 20.03 The Hospital shall provide to its Employees a vacation request form by January 15<sup>th</sup> of each year. Employees shall submit written requests to their supervisor for vacation time off by March 1<sup>st</sup> 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 1<sup>st</sup> 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 April 15<sup>th</sup>. Where the Hospital is unable to approve an Employee's request they shall meet and discuss the reasons with the Employee prior to April 15<sup>th</sup> in order to meet the approval deadline.
- 20.04 The vacation year shall extend from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 20.05 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.
- 20.06 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.
- 20.07 Except in cases of severances of employment, Employees will not be paid cash in lieu of vacation time.
- 20.08 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 may be applied by the Employee every three (3) years only and shall not be applied during the calendar months of July and August.

**Part-time Employees:**

20.09 Entitlement, Qualifiers & Calculation of Payment

Vacation pay will be paid in accordance with the following:

- (a) Employees who have completed less than forty-five hundred hours of service shall be entitled to six (6%) percent vacation pay.

- (b) Eight percent (8%) after forty-five hundred (4500) hours of service.
  - (c) Ten percent (10%) after sixteen thousand five hundred (16,500) hours of service.
  - (d) Twelve percent (12%) after thirty thousand (30,000) hours of service
  - (e) , Fourteen percent (14%) after thirty-seven thousand five hundred (37,500) hours of service
  - (f) Vacation pay shall be calculated on the basis of the Employee's regular straight time rate of pay.
- 20.10 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 15<sup>th</sup> of each year. Employees shall submit written request to their supervisor for vacation time off by March 1<sup>st</sup> 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 1<sup>st</sup> 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 April 15<sup>th</sup> of each vacation year. Where the Hospital is unable to approve an Employee's request they shall meet and discuss the reasons with the Employee prior to April 15<sup>th</sup> in order to meet the approval deadline.

### **Full and Part-time Employees**

#### **20.11 Bereavement During Vacation**

Where an Employee's scheduled vacation is interrupted due to a bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 21.04.

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

- 20.12 An Employee may, subject to the approval of her/his Department Head, take her/his annual vacation at any time in the vacation year.
- 20.13 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.
- 20.14 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 regular straight time rate of pay 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.

- 20.15 Where an Employee's scheduled vacation is interrupted due to a serious illness including those requiring the Employee to be an in-patient of a Hospital, the period of such illness and/or Hospitalization shall be considered sick leave. This also applies if the serious illness or Hospitalization commences prior to the scheduled vacation. 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 entitlements.

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.

- 20.16 A vacation request, which has been submitted by the Employee and then approved by the Hospital, may not be cancelled by the Hospital except in an emergency. Any cancellation costs incurred by the employee will be reimbursed by the Hospital provided the employee provides proof of such expenses.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Union Conventions**

Leave of absence without pay will be granted by the Hospital to not more than four (4) 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.

### **21.02 Leave for Union Members**

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. Such leave shall not exceed one (1) year at a time and will only be renewed for three (3) additional years upon written request of 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, benefits provided for in the Collective Agreement, and the Union shall reimburse the Employer monthly for all pay and benefits during the period of absence. Notwithstanding Article 11.01, such leave shall be granted without loss of seniority and service and the resulting vacancy shall be filled as a temporary vacancy. It is understood that this does not preclude the Hospital from invoking Article 10.01 with respect to these positions.

### 21.03 Leave for Public Office

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 (1) term of office.

### 21.04 Bereavement Leave

An Employee shall be granted four (4) regularly scheduled consecutive work days leave without loss of pay for the bereavement of a parent, spouse, child, 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 leave without loss of regular earnings for the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

The Employer 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) days shall be granted without loss of pay to attend a funeral as a pall-bearer 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.

### 21.05 Jury 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, or is subpoenaed as a witness before her/his regulatory body, the Employee shall not lose regular pay because of such attendance and shall not be required to work the night shift prior to or on the day of such duty 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; and
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

#### 21.06 General 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 given in writing as far in advance as possible and a written reply will be given within seven (7) days. Such leave shall not be unreasonably withheld.

#### 21.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with provisions of the Ontario Employment Standards Act, 2000, S.O. 2000, c.41, as amended, except as amended in this provision.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and of her expected date of return. At such time she shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The Employee shall confirm her intention to return to work on the date originally provided in writing to be received by the Hospital at least four (4) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement and who has applied for, and is in receipt of, Employment Insurance pregnancy benefits pursuant to the Ontario Employment Standards Act, 2000, S.O. 2000, c.41, as amended, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks provided she has completed thirteen (13) weeks of continuous employment with the Hospital. The supplement shall be equivalent to the difference between 84% 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 regular 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.

In addition to the foregoing, the Hospital will pay the Employee 84% of her weekly earnings during the first two week period of the leave while waiting to receive Employment Insurance pregnancy benefits.

The Employee does not have any vested right except to receive payments for the period of seventeen (17) weeks. 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) Service and seniority shall continue to accrue while the Employee is on pregnancy leave with the exception that time spent on pregnancy leave will not count towards probationary or trial periods under the Collective Agreement.
- (f) During the pregnancy leave the Full-time Employee will continue to be eligible to participate in any pension, life insurance, Hospital coverage, extended health plans and dental plans in which she was enrolled at the time of departure. The Employer will continue to make all its contributions required under the Collective Agreement for any of these plans unless provided with written confirmation that the Employee does not intend to pay her share of contributions. The Part-time Employee will continue to receive the percentage in lieu of benefits, and the Employer shall continue to pay its share of pension contributions for the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the Employee's status which would have occurred had she not been on pregnancy leave, the Employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay unless such position has been discontinued in which case she shall be given a comparable position.

#### 21.08 Parental Leave

- (a) Parental leave will be granted in accordance with provisions of the Ontario Employment Standards Act, 2000, S.O. 2000, c.41, as amended, except as amended in this provision.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and of expected date of return.
- (c) The Employee shall confirm her/his intention to return to work on the date originally provided in writing to be received by the Hospital at least four (4) 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 parental leave as provided under this Agreement and who has applied for, and is in receipt of, Employment Insurance parental benefits pursuant to the Ontario Employment Standards Act, 2000, S.O. 2000, c.41, as amended, shall be paid a supplemental unemployment benefit for a period not exceeding twelve (12) weeks, inclusive of the two (2) week period of the leave while waiting to receive Employment Insurance parental benefits, provided she/he has completed thirteen (13) weeks of continuous employment with the Hospital. The supplement shall be equivalent to the difference between 84% of her/his 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/he is in receipt of Employment Insurance parental benefits.

The Employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her last day worked prior to the commencement of the leave times her/his normal weekly hours.

In addition to the foregoing, the Hospital will pay the Employee 84% of her/his weekly earnings during the first two week period of the leave while waiting to receive Employment Insurance parental benefits

The Employee does not have any vested right except to receive payments for the twelve (12) week 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) Service and seniority shall continue to accrue while the Employee is on parental leave with the exception that time spent on parental leave will not count towards probationary or trial periods under the Collective Agreement.
- (f) During the parental leave the Full-time Employee will continue to be eligible to participate in any pension, life insurance, Hospital coverage, extended health plans and dental plans in which she/he was enrolled at the time of departure. The Employer will continue to make all its contributions required under the Collective Agreement for any of these plans unless provided with written confirmation that the Employee does not intend to pay her/his share of contributions. The Part-time Employee will continue to receive the percentage in lieu of benefits, and the Employer shall continue to pay its share of pension contributions for the period of parental leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the Employee's status which would have occurred had she not been on parental leave, the Employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay unless such position has been discontinued in which case she/he shall be given a comparable position.

#### 21.09 Absence less than thirty (30) calendar days

Employees absent from work without pay due to disability for thirty (30) calendar days shall be placed in an inactive status and retained in such status for a period of thirty (30) months from the time such absence commenced.

If such Employee is able to return to full, active and continuous employment within this period, she/he shall be reinstated. Such reinstatement shall be to her/his former position, work of a comparable nature, or in the first suitable available vacancy. Seniority shall not accrue during such a period.

#### 21.10 Absence greater than thirty (30) calendar days – Full-time Employees

If an Employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days the Employee will become responsible for full payment of subsidized Employee benefits in which she/he has participated for the period of the absence. In the case of such unpaid approved absences in excess of thirty (30) calendar days, an Employee may arrange for the Hospital to prepay the full premium of the subsidized Employee benefits for the entire period of the leave to ensure coverage.

#### 21.11 Education Leave

##### (a) Professional Development:

Continuous professional development is a hallmark of professional practice. As self-regulating professions, the hospital recognizes the importance of maintaining a dynamic practice environment for its disciplines which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The Hospital and the Union agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, certification programs, independent learning and committee participation. The Hospital and the Union recognize their joint responsibility in and commitment to active participation in the area of professional development.

##### (b) Education Leave:

Leave of absence, without pay, for the purpose of further education directly related to the employee's employment with the Hospital may be granted on written application by the employee to her/his Departmental Director or designate. Such request shall not be unreasonably denied.

##### (c) An employee shall be entitled to leave of absence without loss of earnings from her/his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which the employee is enrolled to upgrade her/his professional qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

The employee agrees to notify the immediate manager of the date of the examination as soon as possible after she/he has become aware of the date of the exam.

##### (d) Leave of absence without loss of regular earnings for regularly scheduled hours for the purpose of attending short courses, workshops, or seminars directly related to the employee's employment at the Hospital may be granted at the discretion of the Hospital upon written application by the employee to the

Departmental Director or designate. Where leave is granted under (b) or (c) above, the employee will be credited with seniority and service for all hours paid.

(e) In-service Programs:

The Hospital will endeavor to schedule mandatory in-service programs during the employee's regular working hours. When an employee is on duty and authorized to attend any in-service program, within the Hospital and during her/his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of her/his regularly scheduled working hours, the employee shall be paid at her/his straight time hourly rate of pay for all time spent on such learning opportunities.

- (f) Where the Hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of her/his regular working hours, including the lunch period, the Hospital will identify in advance, the time that will be paid at her/his straight time hourly rate of pay.

21.12 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, C.R.C., c.945, 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 Departmental Director 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) No more than two (2) Employees per unit, two (2) Employees from Food Services, and four (4) Employees (2 Full-time and 2 Part-time) from Physical Medicine (no more than two (2) (1 Full-time and 1 Part-time) of which may be from one (1) division) shall be absent on the pre-paid leave plan at any one (1) time to a maximum of sixteen (16) Employees (8 Full-time and 8 Part-time), covered by the Collective Agreement, or more at the discretion of the Hospital.

The year, for the purpose of the programme, shall be September 1 of one year to August 31 of the following year or such other period as may be agreed upon by the Employee, the Union and the Hospital.

It is understood and agreed that the absence of an Employee on the pre-paid leave plan shall have no effect on the entitlement to leave of absence, and the numbers so entitled, of Employees under any other provision of the Collective Agreement.

- (d) Written applications will be reviewed by the Departmental Director or her/his designate. Leaves requested for the purpose of pursuing further formal professional education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to him/her 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 she/he is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The Employees will not be eligible to draw from their accumulated sick leave during the year of the pre-paid 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 Departmental Director. 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 her within a reasonable period of time.

- (l) The Employee will be reinstated to her former position unless the position has been discontinued, in which case she 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 21.12 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.

#### 21.13 Citizenship Leave

An Employee shall be granted one day off with pay to attend court for the purpose of receiving her/his citizenship.

#### 21.14 Family Medical Leave

- (a) Family Medical 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 Ontario Employment Standards Act, 2000, S.O. 2000 c.41, as amended.
- (b) An Employee who is on Family Medical leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave, provided the employee continues to pay his or her share of the premiums of the subsidized employee benefits, including pension.
- (c) Subject to any changes to the Employee's status which would have occurred had he or she not been on Family Medical 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.

### 21.15 Emergency Leave

An Employee is entitled to a leave of absence without pay, and with credit for service and seniority, 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 as defined in the Collective Agreement
- 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 the Hospital that he or she will be doing so. If the Employee must begin the leave before advising the Hospital, the Employee shall advise the Hospital 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 in accordance with the Collective Agreement.

During such leave Employees shall retain all rights and benefits under the Collective Agreement.

### 21.16 Military Leave

An employee will be granted unpaid leave of absence without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Day**

**(a) Full-time Employees:**

The Employer shall pay salaries, wages, overtime, sick time, vacation days, and bonuses bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of her/his wages, 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. Accrued aggregate hours will be included beginning January 23, 1997.

- (b) 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.
- (c) Employees will be paid on a bi-weekly basis using direct deposit to the Employee's account.
- (d) Where a payroll error has occurred which reduces the Employee's wages in excess of ten dollars (\$10) an Employee shall be able to obtain on demand, the amount owing to him prior to the next pay day.

### **22.02 Responsibility Allowance**

Whenever a Registered Nurse, including Resource Nurse, is assigned additional responsibility to direct or supervise or oversee work of others, and/or is assigned overall responsibility for patient care on the Unit, ward, or area, for a tour of duty, she/he shall be paid a premium of one dollar and ninety-five cents (\$1.95) per hour in addition to her/his regular salary and applicable premium.

### **22.03 Promotion To A Higher Classification – Full-time and Part-time Employees**

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 (1) 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).

#### 22.04 Recognition of Previous Experience

- (a) The Hospital may hire new Employees at a rate higher than the starting rate set out herein where the Hospital considers previous experience warrants a higher starting rate.
- (b) A claim for recent related clinical experience, if any, shall be made in writing by the Employee at the time of hiring on the application for employment form or otherwise. The Employee shall cooperate with the Hospital by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Hospital will credit the new Employee with one (1) annual service increment for each year of experience. In addition to Employees hired following the date of ratification, Employees hired since April 1, 1998 shall have the opportunity to submit to Human Resources proof of experience that would permit them to be adjusted up to a level on the wage scale consistent with their years of experience.
- (c) If a period of more than two (2) years have elapsed since the Employee has occupied a Full-time or Part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to Part-time experience in special circumstances.
- (d) The Hospital may hire new Employees at a rate of not more than ten percent (10%) below the starting rate as set out in Schedule "A" where the qualifications of such Employees have not as yet been efficiently determined by the appropriate licensing body. Failure to produce such qualifications within the specified period of time allowed by the appropriate licensing body will result in dismissal of the Employee. If registration is established prior to an anniversary date the starting rate shall apply. If established after the anniversary date, the first year rate will apply. In both instances further anniversary dates shall be on the anniversary of the original date of employment in the pending classification.

#### 22.05 Annual Registration

All Employees are required to present to their Program Director, on an annual basis, their current annual registration certificate or proof of application thereof, within sixty (60) days of renewal.

#### 22.06 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 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.

22.07 Preceptor Allowance

Where an employee 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. The Hospital will communicate preceptorship opportunities as they arise.

**ARTICLE 23 -UNIFORMS**

23.01 All Employees shall furnish their own uniform and shall receive eighty four (84) dollars per year, paid on the first pay in January of each year, for maintenance, replacement and laundering.

**ARTICLE 24 - REST PERIODS AND MEAL BREAKS**

- 24.01 (a) A fifteen (15) minute rest period shall be allowed mornings and afternoons for all Employees.
- (b) For shift Employees, a similar rest period will be allowed on the first and second parts of each shift.
- (c) When an Employee performs authorized overtime of at least two (2) hours duration, the Employer will designate a rest period of fifteen (15) minutes duration.

24.02 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.

24.03 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.

**ARTICLE 25 - JOB RECLASSIFICATION**

25.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually

agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. 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.

## **ARTICLE 26 – BENEFITS**

### **Full-time Employees:**

#### **26.01 Hospital Insurance**

The Employer shall contribute one hundred percent (100%) towards the billed premium for standard ward coverage under the Ontario Health Insurance Plan.

#### **26.02 Group Life Insurance**

The Employer shall contribute one hundred per cent (100%) of the billed premium to provide for insurance of two times (2x) annual salary.

#### **26.03 Medical Benefits**

The Employer will pay 100% of the billed premium for Supplemental Hospital coverage for all eligible Employees and retired Employees on pension.

The Employer will pay 75% of the billed premium for the Comprehensive Medical Plan for all eligible and retired Employees.

The Employer shall contribute up to four hundred and fifty dollars (\$450.00) to vision care per twenty-four (24) month period per family member (including eye glasses, contact lenses and laser treatment); in addition to the vision care coverage the bi-annual eye exam will also be covered. 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.

Non generic drugs will be covered if:

- there is no generic substitution; or
- there are no generic substitutions readily available from the pharmacy of the employee's choice; or
- generic drugs are the same cost, or more expensive; or
- the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.

NOTE: The Employer agrees to include in the current comprehensive medical plan the following:

Licensed speech Therapist or speech pathologist, when ordered by a doctor up to a maximum \$400.00 per person per benefit year.

Licensed psychologists. The maximum amount payable is \$50.00 for the first visit and \$35.00 for each subsequent visit to an overall maximum of \$300.00 per person in a benefit year.

Licensed massage Therapist including a maximum of one x-ray examination each benefit year, to a maximum of \$ 684.00 per person in a benefit year.

Licensed chiropractors, including a maximum of one x-ray examination each benefit year. The maximum amount payable is \$ 300.00 per person in a benefit year.

Licensed Physiotherapists, when ordered by a doctor.

Services and/or treatment provided by a licensed practitioner of homeopathic or naturopathic medicine or acupuncture, to a maximum of two hundred and fifty dollars (\$250.00) per person per benefit year.

#### 26.04 Dental Plan

The Hospital agrees to contribute seventy-five per-cent (75%) of the billed premiums towards coverage of eligible participating Employees under the CUMBA Grey Plan (based on the current O.D.A. 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.

NOTE: The Employer agrees to include in the current dental plan the following:

- Complete and partial dentures at 50/50 coinsurance to \$1,000 maximum per person annually. Crowns, bridgework and repairs to same at 50/50 coinsurance to \$2,000 maximum per person annually.
- Orthodontics at 50/50 co-insurance to \$2,000 maximum per insured lifetime.

#### 26.05 Insured Benefits

The Hospital will provide equivalent coverage to all Employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active Employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active Employees.

The early retired Employee's share towards the billed premium of the insured benefits plans will be deducted from her/his monthly pension cheque.

26.06 A copy of all current master policies of the benefits referred to in this article shall be provided to the Union. Should there be a change of the carrier of any or all of

the Employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefits levels.

**Part-time Employees:**

26.07 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.

26.08 Long Term Disability

(The following provision is applicable to Full-time Employees only)

The Hospital will pay 75% of the billed premiums towards the provision of a Long Term Disability (LTD) 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 enrolment 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 as 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.

**ARTICLE 27 - NO STRIKE OR LOCK-OUT**

27.01 There shall be no strike or lock-out as long as this Agreement continues to operate. The words "strike" or "lock-out" shall be defined by the Labour Relations Act, R.S.O. 1970 as amended.

**ARTICLE 28 – GENERAL**

28.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

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

Prior to the date of the opening of the new hospital, the Employer and the Union will meet to discuss and agree on the number and location of bulletin boards.

28.03 The retirement date for all Employees shall be the first of the month following the date on which the Employee reaches the retirement age as specified by her/his respective Pension Plan.

28.04 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.

28.05 All correspondence other than 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, or the Hospital's Director of Human Resources.

28.06 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.

28.07 Bereavement

For the purposes of Article 21.04 (Bereavement Leave), spouse shall include a same sex partner.

28.08 Collective Agreement

The Hospital shall post a copy of the Collective Agreement currently in effect on its internal website.

28.09 Liability Insurance

Should an employee, who is a health professional under the Regulated Health Professions Act, be required to provide her/his regulatory college with proof of liability insurance, the hospital, upon request from the employee, will provide the employee with a document outlining the hospital's liability coverage for health professionals in the hospital's employ.

**ARTICLE 29 – DEFINITIONS**

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

29.02 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.

29.03 Part-time Employee

A regular Part-time Employee is one who is scheduled to work, on a regular predetermined basis, in accordance with Article 15, not more than twenty-four (24) hours per week.

29.04 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.

29.05 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.

29.06 Working Days

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.

29.07 Definition of Overtime

The overtime rate shall be defined as time and one-half (1½) the Employee's regular straight time rate of pay.

**ARTICLE 30 - PENSIONS AND RETIREMENT ALLOWANCE**

30.01 Pensions

**Full-time Employees:**

All Employees of the Hospital covered by this Agreement shall join the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the regulations of the Plan, except those Employees who are now in and wish to remain in, the Municipality of Metropolitan Toronto Plan.

**Part-time Employees:**

All Employees of the Hospital covered by this Agreement may join the HOOPP in accordance with the regulations of the plan.

### 30.02 Retiring Allowance

Prior to issuing notice of layoff pursuant to Article 10.01(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of Employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of Employees within a classification who elect early retirement is equivalent to the number of Employees within the classification(s) who would otherwise receive notice of layoff under Article 10.01(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 52 weeks salary, and, in addition, Employees shall receive a single lump sum payment equivalent to One Thousand dollars (\$1,000) for each year less than age 65 to a maximum of Five Thousand dollars (\$5,000) upon retirement.

## **ARTICLE 31 – TECHNOLOGICAL CHANGE**

31.01 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 who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation, and the provisions of Article 10.01 will apply.

31.02 Where computers are introduced into the workplace and Employees are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the Employees involved.

## **ARTICLE 32 - PAYMENT FOR LEGISLATED COMMITTEE MEMBERS**

- 32.01 Nurses who are Members of Committees pursuant to Regulation 965 of the Public Hospitals Act, R.S.O. 1990, c.P.40, as amended, will suffer no loss of earnings for time spent during regular working hours for attending Committee meetings.
- 32.02 Where a Nurse attends a Committee meeting outside of regularly scheduled hours, she/he will be paid for all hours spent in attendance at meetings at her/his regular straight time hourly rate.

## **ARTICLE 33 – HEALTH & SAFETY**

### **33.01 Joint Occupational Health and Safety Committee**

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

There shall be established a Joint Occupational Health and Safety Committee in accordance with the applicable legislation. 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, including but not limited to:

Violence in the Workplace  
Working alone or isolated  
Wellness initiatives  
Musculoskeletal Prevention  
Needle Stick and other sharps Injury Prevention

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

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.

Any representative appointed or selected shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. However, the Union may, with proper notice to the Hospital, replace its representative at its discretion. Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. For such meetings, time off and pay shall be in accordance with the Act. The provisions of Article 16:09 (Minimum Call-Back Time) shall not apply.

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

When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects Employees.

The Hospital and the Union recognize that any form of verbal, physical, sexual, racial or other abuse is not acceptable. Any employee who believes a situation to be abusive shall report this to the immediate supervisor who will make every effort to correct the abusive situation.

The Hospital will assist an employee to make claim for reimbursement from WSIB for damages to an employee's personal property incurred during an abusive behaviour incident.

#### **ARTICLE 34 - FISCAL ADVISORY COMMITTEE**

- (a) The Union 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 has 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 (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 re-structuring plan that would affect the Union Members.
- (d) It is understood that Employee time spent at meetings with the Employer in pursuance of the above shall be deemed to be work time for which the Employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

#### **ARTICLE 35 – MODIFIED WORK**

The Hospital will notify the President of the Local of the names of all bargaining unit employees who go off work due to a work related injury or go on Long Term Disability.

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to co-operate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a member of the Local Executive and a member of CUPE staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work.

### **ARTICLE 36 - COLLECTIVE AGREEMENT RE-OPENERS**

36.01 This Agreement shall continue in force and effect until March 31, 2016. 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 others 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 March 31, 2016, this Agreement and all its terms shall continue in force until a new Agreement is executed.

36.02 Notwithstanding the foregoing provisions, in the event that 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 not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters. It is understood and agreed that "local matters" means those matters which have been determined by mutual Agreement between the Central Negotiating Committee 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 as may be determined by mutual Agreement between the Central Negotiating Committees referred to above.

IN WITNESS WHEREOF, the parties have agreed by the hands of their proper officers on that behalf.

Dated at Toronto, Ontario, this 16th day of November 2016

For the Hospital:

Wanda McColl

Jackie Eli

Allyson McKinley

Melissa Beckett-Batchellor

John Kuhne

For the Union:

Tim Maguire

Sofia Reno

Yasmin Makani

Louisa Leong

Janet Miller

Bernadine Betita

Tereza DaSilva

Janet McIvor

Nancy Murphy

## SCHEDULE "A" – WAGE RATES

### CUPE Local 79 (Nurses and Paramedical Units)

|  | Effective<br>April 1/13 | Effective<br>April 1/14 | Effective<br>April 1/15 |
|--|-------------------------|-------------------------|-------------------------|
| <b>Dietitian</b>   |                         |                         |                         |
| start  | 34.105                  | 34.582                  | 35.066                  |
| year 1   | 35.127                  | 35.619                  | 36.118                  |
| year 2   | 36.180                  | 36.687                  | 37.201                  |
| year 3   | 37.265                  | 37.787                  | 38.316                  |
| year 4   | 38.382                  | 38.919                  | 39.464                  |
| year 5   | 39.421                  | 39.973                  | 40.533                  |
| year 6   | 42.192                  | 42.783                  | 43.382                  |
| year 25  | 42.918                  | 43.519                  | 44.128                  |
| <b>Clinical Practice Leader (CPL) - Dietitian</b>                          |                         |                         |                         |
| start  | 35.809                  | 36.310                  | 36.818                  |
| year 1   | 36.884                  | 37.400                  | 37.924                  |
| year 2   | 37.990                  | 38.522                  | 39.061                  |
| year 3   | 39.129                  | 39.677                  | 40.232                  |
| year 4   | 40.302                  | 40.866                  | 41.438                  |
| year 5   | 41.512                  | 42.093                  | 42.682                  |
| year 6   | 44.273                  | 44.893                  | 45.522                  |
| year 25  | 45.034                  | 45.664                  | 46.303                  |
| <b>Occupational Therapist / Physiotherapist</b>                            |                         |                         |                         |
| start  | 34.902                  | 35.391                  | 35.886                  |
| year 1   | 35.948                  | 36.451                  | 36.961                  |
| year 2   | 37.027                  | 37.545                  | 38.071                  |
| year 3   | 38.139                  | 38.673                  | 39.214                  |
| year 4   | 39.422                  | 39.974                  | 40.534                  |
| year 5   | 40.700                  | 41.270                  | 41.848                  |
| year 6   | 43.442                  | 44.050                  | 44.667                  |
| year 25  | 44.189                  | 44.808                  | 45.436                  |
| <b>Clinical Practice Leader - Occupational Therapist / Physiotherapist</b> |                         |                         |                         |
| start  | 36.648                  | 37.161                  | 37.681                  |
| year 1   | 37.747                  | 38.275                  | 38.811                  |
| year 2   | 38.879                  | 39.423                  | 39.975                  |
| year 3   | 40.044                  | 40.605                  | 41.173                  |
| year 4   | 41.392                  | 41.971                  | 42.559                  |
| year 5   | 42.736                  | 43.334                  | 43.941                  |
| year 6   | 45.585                  | 46.223                  | 46.870                  |
| year 25  | 46.369                  | 47.018                  | 47.676                  |
| <b>Speech Language Pathologist</b>   |                         |                         |                         |
| start  | 36.136                  | 36.642                  | 37.155                  |
| year 1   | 37.212                  | 37.733                  | 38.261                  |
| year 2   | 38.305                  | 38.841                  | 39.385                  |
| year 3   | 39.377                  | 39.928                  | 40.487                  |
| year 4   | 40.487                  | 41.054                  | 41.629                  |
| year 5   | 41.576                  | 42.158                  | 42.748                  |
| year 6   | 44.770                  | 45.397                  | 46.033                  |
| year 25  | 45.530                  | 46.167                  | 46.813                  |

## SCHEDULE "A" – WAGE RATES

|   | Effective<br>April 1/13 | Effective<br>April 1/14 | Effective<br>April 1/15 |
|---|-------------------------|-------------------------|-------------------------|
| <b>Clinical Practice Leader (CPL) - Speech Language Pathologist</b> |                         |                         |                         |
| start   | 37.946                  | 38.477                  | 39.016                  |
| year 1  | 39.072                  | 39.619                  | 40.174                  |
| year 2  | 40.220                  | 40.783                  | 41.354                  |
| year 3  | 41.347                  | 41.926                  | 42.513                  |
| year 4  | 42.511                  | 43.106                  | 43.709                  |
| year 5  | 43.653                  | 44.264                  | 44.884                  |
| year 6  | 46.951                  | 47.608                  | 48.275                  |
| year 25   | 47.747                  | 48.415                  | 49.093                  |
| <br><b>Dental Hygienist</b>   |                         |                         |                         |
| start   | 28.42                   | 28.82                   | 29.22                   |
| year 1  | 29.55                   | 29.96                   | 30.38                   |
| year 2  | 31.12                   | 31.56                   | 32.00                   |
| year 3  | 32.65                   | 33.11                   | 33.57                   |
| year 4  | 34.21                   | 34.69                   | 35.18                   |
| year 5  | 36.12                   | 36.63                   | 37.14                   |
| year 6  | 38.07                   | 38.60                   | 39.14                   |
| year 7  | 40.02                   | 40.58                   | 41.15                   |
| year 8  | 43.43                   | 44.04                   | 44.66                   |
| year 25   | 44.18                   | 44.80                   | 45.43                   |
| <br><b>Chiroprapist</b>   |                         |                         |                         |
| start   | 28.42                   | 28.82                   | 29.22                   |
| year 1  | 29.55                   | 29.96                   | 30.38                   |
| year 2  | 31.12                   | 31.56                   | 32.00                   |
| year 3  | 32.65                   | 33.11                   | 33.57                   |
| year 4  | 34.21                   | 34.69                   | 35.18                   |
| year 5  | 36.12                   | 36.63                   | 37.14                   |
| year 6  | 38.07                   | 38.60                   | 39.14                   |
| year 7  | 40.70                   | 41.27                   | 41.85                   |
| year 25   | 41.40                   | 41.98                   | 42.57                   |
| <br><b>Registered Nurse</b>   |                         |                         |                         |
| start   | 30.17                   | 30.59                   | 31.02                   |
| year 1  | 30.61                   | 31.04                   | 31.47                   |
| year 2  | 31.12                   | 31.56                   | 32.00                   |
| year 3  | 32.65                   | 33.11                   | 33.57                   |
| year 4  | 34.20                   | 34.68                   | 35.16                   |
| year 5  | 36.12                   | 36.63                   | 37.14                   |
| year 6  | 38.06                   | 38.59                   | 39.13                   |
| year 7  | 40.01                   | 40.57                   | 41.14                   |
| year 8  | 42.85                   | 43.45                   | 44.06                   |
| year 25   | 43.61                   | 44.22                   | 44.84                   |

## SCHEDULE "A" – WAGE RATES

| Effective<br>April 1/13 | Effective<br>April 1/14 | Effective<br>April 1/15 |
|-------------------------|-------------------------|-------------------------|
|-------------------------|-------------------------|-------------------------|

**Infection Control Nurse**

|         |       |       |       |
|---------|-------|-------|-------|
| start   | 30.17 | 30.59 | 31.02 |
| year 1  | 30.61 | 31.04 | 31.47 |
| year 2  | 31.12 | 31.56 | 32.00 |
| year 3  | 32.65 | 33.11 | 33.57 |
| year 4  | 34.20 | 34.68 | 35.16 |
| year 5  | 36.12 | 36.63 | 37.14 |
| year 6  | 38.06 | 38.59 | 39.13 |
| year 7  | 40.01 | 40.57 | 41.14 |
| year 8  | 42.85 | 43.45 | 44.06 |
| year 25 | 43.61 | 44.22 | 44.84 |

**Wound Care Resource Nurse**

|         |       |       |       |
|---------|-------|-------|-------|
| start   | 30.17 | 30.59 | 31.02 |
| year 1  | 30.61 | 31.04 | 31.47 |
| year 2  | 31.12 | 31.56 | 32.00 |
| year 3  | 32.65 | 33.11 | 33.57 |
| year 4  | 34.20 | 34.68 | 35.16 |
| year 5  | 36.12 | 36.63 | 37.14 |
| year 6  | 38.06 | 38.59 | 39.13 |
| year 7  | 40.01 | 40.57 | 41.14 |
| year 8  | 42.85 | 43.45 | 44.06 |
| year 25 | 43.61 | 44.22 | 44.84 |

**LETTER OF INTENT**

**BENEFIT BOOKLETS**

Within ninety (90) days of the signing of this Collective Agreement, Local 79 may make a request to the Hospital to meet with the Hospital's benefits carrier for the purpose of discussing the wording in the benefit booklets, that where possible, written in a manner that is reader friendly to Employees. Upon receipt of such request, the Hospital will arrange for a meeting between CUPE, Local 79 Representatives and the Hospital's benefits carrier.

The parties agree that the benefit booklets will be reflective of the benefit entitlements.

**LETTER OF INTENT**

**WORKPLACE RELATIONS POLICY**

The Hospital and the Union shall continue to meet at Labour Management Committee to jointly review the Hospital's existing workplace relations policy, including a process for investigating and dealing with harassment and discrimination complaints.

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

**LETTER OF INTENT**  
**CUPE LOCAL 79**  
**AND**  
**BRIDGPOINT HOSPITAL**  
**NURSES AND PARAMEDICAL UNITS**

**Letter of Intent Re: Alternate Unit and/or Float Pool (RNs)**

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 RNs 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 RNs participating in an Alternate Unit and/or Float Pool process.

The Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall consist of three members appointed by the Employer and three 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.

**LETTER OF INTENT**  
**CUPE LOCAL 79**  
**AND**  
**BRIDGPOINT HOSPITAL**  
**NURSES AND PARAMEDICAL UNITS**

**Letter of Intent Re: Central Therapy**

Within 30 days of ratification the parties shall convene an ad-hoc committee to review the float pool process for Allied Health Staff (Central Therapy).

The Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall consist of three members appointed by the Employer and three 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 Central Therapy the Committee may recommend implementation by the Hospital on a trial basis.

**LETTER OF INTENT**  
**CUPE LOCAL 79**  
**AND**  
**BRIDGEPPOINT HOSPITAL**  
**NURSES AND PARAMEDICAL UNITS**

**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, 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 8.04 to Local 79 to meet with the Labour Management 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. In the event that a Conditions of Work Committee is established under the Service Agreement and the proposed changes also affect employees in N&P full-time and/or part-time bargaining units, the discussions shall also include representatives from the N&P bargaining units. It is understood that this does not negate the requirement to provide notice under Article 10.01 or prevent the establishment of a Redeployment Committee if such a committee is required under the Collective Agreement.

**LETTER OF INTENT**  
**CUPE LOCAL 79**  
**AND**  
**BRIDGPOINT HOSPITAL**  
**NURSES AND PARAMEDICAL UNITS**

**Letter of Understanding Re: Variable Work Hours**

Purpose

To provide full-time employees in Allied Health 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 the limitations set out below.

Applicability

The variable work schedule will be available to all full-time Allied Health 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 ½) 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 her/his 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 that she/he 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 notify their Patient Care Manager or designate in advance of the time off they are taking. 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 to 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).

**LETTER OF INTENT**

**CUPE LOCAL 79  
AND  
BRIDGPOINT HOSPITAL  
NURSES AND PARAMEDICAL UNITS**

**Letter of Intent Re: Updated Legislation**

The parties agree that prior to signing a renewal collective agreement, but following ratification of a memorandum of settlement or arbitration award, they will review and update any references to legislation in the collective agreement. It is understood that such process would not change the meaning or intent of the collective agreement language.

**LETTER OF INTENT**  
**CUPE LOCAL 79**  
**AND**  
**BRIDGPOINT HOSPITAL**  
**NURSES AND PARAMEDICAL UNITS**

**Letter of Intent Re: Leaves to Help Families**

It is the understanding of the parties that the Employment Standards Act has been amended to provide employees with the ability to take a leave of absence under certain circumstances. For the purpose of this Letter of Understanding such circumstances are limited to the provisions under the Employment Standards Act for Family Care Giver Leave, Critically Ill Childcare Leave and Crime Related Child Death and Disappearance Leave. In the event that a full-time employee meets the criteria to take a leave established under the legislation noted above, the Hospital and the Union agree that the employee shall continue to accrue service and seniority for the duration of the leave.



**APPENDIX 'III'**  
**BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 – NURSES AND  
PARAMEDICAL**

**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 employee 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) Employees or groups of employees 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 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.

**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 'III'**  
**BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 – NURSES AND  
PARAMEDICAL**

**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 'III'**  
**BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 – NURSES AND  
PARAMEDICAL**

**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 'III'**  
**BRIDGEPOINT HOSPITAL AND CUPE LOCAL 79 – NURSES AND  
PARAMEDICAL**

**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.

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Management Signature \_\_\_\_\_

Date \_\_\_\_\_

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: _____ |