

COLLECTIVE AGREEMENT

BETWEEN

THE DRYDEN REGIONAL
HEALTH CENTRE

AND

THE CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL #521

EFFECTIVE APRIL 1, 2023 - MARCH 31, 2025

TABLE OF CONTENTS

ARTICLE 1	GENERAL PURPOSE	3
ARTICLE 2	SCOPE & RECOGNITION	3
ARTICLE 3	DEFINITIONS	3
ARTICLE 4	DURATION OF AGREEMENT	4
ARTICLE 5	CONDITIONS OF EMPLOYMENT	4
ARTICLE 6	JURISDICTION	5
ARTICLE 7	NON-DISCRIMINATORY AND HARASSMENT	5
ARTICLE 8	MANAGEMENT RIGHTS	5
ARTICLE 9	CHECK OFF UNION DUES	6
ARTICLE 10	UNION REPRESENTATION	6
ARTICLE 11	SENIORITY	7
ARTICLE 12	STAFF CHANGES	11
ARTICLE 13	JURY DUTY	15
ARTICLE 14	UNION LEAVE	16
ARTICLE 15	BEREAVEMENT LEAVE	16
ARTICLE 16	PREGNANCY LEAVE	17
ARTICLE 17	PARENTAL LEAVE	18
ARTICLE 18	LEAVE OF ABSENCE	19
ARTICLE 19	DOMESTIC VIOLENCE LEAVE	20
ARTICLE 20	TERMINATION	20
ARTICLE 21	LEGISLATIVE CHANGES	20
ARTICLE 22	HOURS OF WORK	20
ARTICLE 23	PREMIUM PAYMENT	24
ARTICLE 24	STATUTORY HOLIDAYS	27
ARTICLE 25	VACATION WITH PAY	29
ARTICLE 26	SICK LEAVE	32
ARTICLE 27	GRIEVANCE PROCEDURE	33
ARTICLE 28	ARBITRATION	36
ARTICLE 29	STRIKES & LOCKOUTS	37
ARTICLE 30	BENEFIT PLANS	37
ARTICLE 31	PAY PERIODS	40
ARTICLE 32	ORIENTATION	41
ARTICLE 33	WORKPLACE SAFETY & INSURANCE BENEFITS & SICK LEAVE	41
ARTICLE 34	TECHNOLOGICAL CHANGE	41
ARTICLE 35	GENERAL	42
ARTICLE 36	PRE-PAID LEAVE PLAN	43
ARTICLE 37	OCCUPATIONAL HEALTH AND SAFETY	45
APPENDIX A	WAGE SCHEDULE	46
LOU	TEAM LEAD PREMIUM	47

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The parties hereto, recognizing their mutual interest in and responsibility for the successful operation of the Hospital, agree that it is the duty of the Employer and the employees to promote at all times the progress of the Hospital by co-operation to the fullest extent in matters to do with the successful operation of the Hospital and have, in pursuance of these objectives, entered into an agreement covering wages, hours of work, and working conditions as follows.
- 1.02 The parties recognize and acknowledge that the Dryden Regional Health Centre is situated on lands of the Metis and Anishnaabe peoples of Migisi Sahgaigan, Wabigoon, and Wabauskang First Nations. We give gratitude and honour to the Ancestors, Elders, and all Anishnaabe and Metis people for sharing their resources and knowledge. As a union and community Health Centre, we remember that we serve the people of Treaty #3. Our goal is to improve the health of all our citizens.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all employees of the Dryden Regional Health Centre at its Hospital in Dryden, save and except professional medical staff, graduate nursing staff, undergraduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, secretary to the Chief Executive Officer, secretary to the Chief Nursing Executive, technical personnel, supervisors, persons above the rank of super-visor, and persons covered by a subsisting collective agreement between the International Union of Operating Engineers, Local #865 and Dryden Regional Health Centre. (The term "technical personnel" includes physiotherapist, occupational therapist, psychologist, electroencephalographist, electrical shock therapist, laboratory, radiology and cardiology technicians.)

ARTICLE 3 – DEFINITIONS

- 3.01 Full-Time Employee
- A full-time employee is an employee who normally works seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week averaged over the scheduling period. Except for the office staff who are employees who normally work seven (7) hours per day and thirty-five (35) hours per week over the scheduling period.
- 3.02 Part-Time Employee
- A part-time employee is an employee who works less than full-time hours on a regular predetermined basis. Where part-time employees fill temporary full-time vacancies, such employees shall be considered part-time employees.

3.03 Casual Employee

A casual employee is an employee who works on a call or short notice basis. Such casual employee may work the usual number of hours per day or per week; may be employed to perform a specific time period; may replace either a full-time or part-time employee for a definite or indefinite period.

An employee may hold up to 4 positions within the bargaining unit. Each position will be treated separately for the below.

A casual employee who has been unavailable to the facility for a period of six (6) months and who has not been granted a Leave of Absence shall be terminated. If an employee is unavailable due to other employment obligations, the employee shall notify the Hospital, monthly, as to what days they will be unavailable due to these employment obligations, and the Hospital will not offer shifts on these days. Failure to work the required number of shifts will result in termination from staff.

ARTICLE 4 – DURATION OF AGREEMENT

- 4.01 This agreement, when signed by the proper officers of the Union and the Hospital, shall remain in full force and effect to and including the 31st day of March, 2025, and from year-to-year thereafter unless changed or terminated by either party, which requires the service of a written notice to the other party within thirty (30) days prior to the 31st day of March, 2025. The said written notice must state the reason for terminating or reopening the Agreement. Unless a satisfactory conclusion is reached on the anniversary date in the matter of any changes in the Agreement, the original provisions shall remain in full force and effect pending settlement. This Agreement shall not be amended or supplemented except by agreement of the parties hereto reduced to writing and duly signed by both parties to this Agreement.

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

- 5.01 All present employees covered by this Agreement shall remain members of the Union and shall continue as such for the duration of this Agreement as a condition of employment.
- 5.02 New employees shall, as a condition of employment, be required to become members of the Union, and shall continue as such for the duration of this Agreement, and when hired receive a copy of the Agreement.
- 5.03 Every employee shall maintain membership in good standing as a condition of employment.
- 5.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative

of the Union and the Collective Agreement. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 6 - JURISDICTION

- 6.01 It is agreed that hospital operations shall not be interrupted as a result of any jurisdictional dispute that may arise between this Union and any other union. Questions of jurisdiction shall be decided by the OLRB and the Hospital shall not be asked to act upon any matter of jurisdiction between organizations.

ARTICLE 7 – NON-DISCRIMINATORY AND HARASSMENT

- 7.01 No employee shall be discriminated against for participation or nonparticipation, either past, present, or future, in the organization or maintenance of the Union. The Hospital and the Union acknowledge the existence of the Act to Protect Human Rights in Ontario and the Hospital agrees to make a copy available to employees upon request.
- 7.02 In recognizing the importance of a harassment free environment the Employer will review Employer policies and processes regarding harassment and violence with a new employee during her/his orientation period. The employer shall review all such policies and processes with current employees on a yearly basis.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 The Union acknowledges that it is the exclusive function of the Hospital:
- (a) to maintain order, discipline, and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital;
 - (b) to hire, retire, discharge, transfer, promote, demote, lay-off, suspend and otherwise discipline employees for cause, providing that a claim of unjust promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) generally, to operate the Hospital in an efficient manner consistent with the obligations of the Hospital to the general public in the community served, it being understood and agreed that the Hospital will retain all functions of management inherent in it as the Employer; to determine the kinds and location of machines, equipment to be used, the allocation and number of employees required from time to time, and all other matters concerning the Hospital's operation, save and except only such functions as are specifically modified and altered in this Agreement.

- 8.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Hospital has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be a subject of a grievance.
- 8.03 The Hospital shall update the union regarding any government initiatives that impact the bargaining unit in a timely manner.

ARTICLE 9 - CHECK-OFF OF UNION DUES

- 9.01 The Hospital will deduct from the salaries of bargaining unit employees, initiation fees and dues laid down by the constitution and by-laws of the Union.
- 9.02 At the end of each calendar month, the Hospital shall remit by cheque to the Secretary-Treasurer of the Union, the total of the deductions made.

ARTICLE 10 - UNION REPRESENTATION

10.01 Grievance Committee

The Hospital acknowledges the right of the Union to appoint a Union Grievance Committee from the Hospital employees who are Union members up to a maximum of four (4) members. The Union may have the assistance of their President and/or representative in attendance at the Grievance Committee meetings.

10.02 Negotiating Committee

The Hospital agrees to negotiate and deal with a Union Negotiating Committee consisting of not more than four (4) persons who are Hospital employees and Union members. The Union may have the assistance of the President and/or representative in Negotiating Committee meetings.

10.03 Bargaining Unit

The bargaining unit is divided into eight (8) zones. Zones do not represent wage classifications. The Union may elect or otherwise appoint a steward to represent the employees in each zone for the purpose of investigating complaints and/or processing grievances. Stewards shall normally be employed in the zones they represent.

- 10.04 The Union shall confirm in writing to the Hospital, the names of local Union Officers, Union Grievance Committee, Union Negotiating Committee members, Labour Management Committee members, Job Evaluation Committee members and Stewards.

- 10.05 The Union agrees that the President or Vice-President and the Union Grievance Committee members and for each grievance, the Steward from the zone in which the grievance occurred, have regular duties which must be effectively and

proficiently performed on behalf of the Hospital and that they shall not leave their regular duties for the conduct of union business without first obtaining permission from the Department Head. When resuming their regular duties, they shall report to their Department Head.

- 10.06 The President or Vice-President and Union Grievance Committee members and, for each grievance, the Steward from the zone in which the grievance occurred, shall not lose pay from their scheduled standard hours while carrying out Union duties in the Hospital, except when duties extend into arbitration.

The President or Vice-President who are employees of the Hospital and Union Negotiating Committee members shall not lose pay from their scheduled hours while attending negotiations up to but not including arbitration.

- 10.07 Union representative may confer privately with a member or members of the Union Grievance Committee after receiving the approval of the Chief Executive Officer or designate. Such approval shall not be unreasonably withheld on the understanding that such conferences will not needlessly interfere with hospital operations.

10.08 Labour-Management Committee

The Hospital and the Union will establish a Labour-Management Committee. The Committee shall be composed of four (4) members of the Union and four (4) representatives of the Hospital. The Union members of the Committee will not lose regular salary from their scheduled hours for any time spent in Committee meetings.

The Committee shall meet at mutually agreeable times.

10.09 Joint Occupational Health and Safety Committee

Up to a maximum of two (2) members of the Union shall sit on the Occupational Health and Safety Committee. The Union members of the committee will not lose regular salary from their scheduled hours for any time spent in committee meetings, inspections, and certifications. The Union fully agrees to support the Hospital in promoting safety rules and practices.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

- (a) Full time employees of the Hospital within the bargaining unit shall be considered probationary employees until they have worked three (3) months with the Hospital, (four hundred and fifty (450) hours of work or six months whichever occurs first for employees whose regular hours of work are other than full time) after which length of continuous service shall be effective from the first shift worked in her last continuous

employment with the Hospital. It is understood and agreed that the lay-off or termination of employment of a probationary employee may not be the subject of a grievance and shall not be considered a difference between the parties.

- (b) Where the Hospital requests an extension of the probationary period, the Hospital will meet with the employee and the Union prior to the expiration of the initial probationary period to advise the employee and the Union of basis of such extension.

11.02 Seniority List

In January and July of each year, the Employer shall post on the Hospital bulletin board, and forward to the Union, a seniority list for all employees within the bargaining unit.

No objection may be taken by the Union or by any employees unless notice of the objection is given to the Employer within two (2) months after the posting of the seniority list in which the item first appeared or fifteen (15) days from the time an employee returns from any absence. Such period of time will not, however, extend beyond the six (6) month posting period.

The list shall be calculated by the method in 11.04(ii) for part-time and casual employees only. Part-time and casual employees may not accrue more than 1725 hours of seniority in a calendar year. Seniority for full-time employees shall be defined as the length of unbroken service within the bargaining unit.

Seniority shall operate on a bargaining unit-wide basis.

11.03 Lay-Off and Re-Hiring

- (a) Lay-off and re-hiring shall be according to seniority in the employee's own classification with the last employee hired being the first laid off, the inverse in re-hiring. Laid off qualified full-time employees will be given the opportunity to work additional casual shifts before such shifts are offered to part time and casual employees. Such shifts will not constitute a recall to work under clause 11.03.
- (b) Laid off employees shall receive a registered letter from the Hospital, if a vacancy occurs which has not been filled by the present employees of the Hospital, subject to the provisions of Article 11.05(d).
- (c) No new employee shall be hired until those laid off have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Employer and sent to the Union.

- (d) The Hospital shall notify employees and the Union who are to be laid off three (3) months prior to the effective date of lay-off or award pay in lieu thereof, unless the situation necessitating the lay-off is beyond the control of the Hospital.

Note: Where a layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

- (e) Prior to issuing notice of lay-off pursuant to Article 11.03(d) 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 the classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 11.03(d).

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

11.04 Transference of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

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

11.05 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- (a) an employee is discharged and the discharge is not reversed through the grievance procedure;
- (b) an employee quits;

- (c) an employee fails to report to work five (5) days after being notified by registered mail by the Hospital's Chief Executive Officer, or designate, following a lay-off;
- (d) an employee is absent for more than twenty-four (24) months because of the lay-off;
- (e) an employee is absent from work for two (2) or more consecutive working days without providing a reason satisfactory to the Hospital;
- (f) an employee fails to report to work at the termination of a leave of absence;
- (g) an employee utilizes a leave of absence for purposes other than that for which the leave of absence was granted.

11.06 An employee, being promoted to a position outside the jurisdiction of the bargaining unit, shall retain such seniority in the bargaining unit for a period of three (3) months as had been accumulated at the time of the transfer. In the event the employee is assigned to cover a maternity leave this may be extended to 18 months.

11.07 Effect of Absence (Full-Time Employees)

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, 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 is participating for the period of the absence.

11.08

- (a) In the event the Hospital deems it necessary to reduce its workforce through the elimination of existing positions, or through a reduction in hours of work (greater than 20% for part-time employees), the employee(s) affected, provided they have the necessary qualifications and seniority shall be entitled to move as follows:
- (b) A part-time employee can only displace a part-time employee.

- (c) An employee shall be able to displace an employee in a position at the same group level, or at a lower group by displacing:
 - (i) the employee with the least amount of seniority within the same classification; or
 - (ii) the employee with the least amount of seniority in a classification for which they are qualified, within the same or lower salary group.

ARTICLE 12 - STAFF CHANGES

12.01 When a vacancy occurs or a new position is created within the bargaining unit, the Hospital shall post notice of the position on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make application thereof. The application shall be in writing.

Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days.

When requested on the posting, an applicant must submit a current resume with their application.

Vacancies may be advertised externally but external candidates will not be considered unless there is no internal applicant with the required qualifications.

12.02 Information on Postings

The postings shall show the position title, the qualifications required, date available, and the applicable wage rate, and a copy shall be forwarded to the Union.

12.03 Role of Seniority in Promotions, Transfers and Demotions

In all cases of promotion, transfer and demotion, the following factors shall be considered:

- (a) qualifications including ability, skill, and aptitude to do the work requested;
- (b) length of continuous service.

In making promotions, transfers and demotions, the qualifications in factor (a) will govern. When the qualifications of the employees involved are relatively equal, factor (b) will govern.

12.04 When the successful applicant has bid into a new position she will be placed on a trial basis for a period of up to three (3) months (four hundred and fifty (450) hours of work or six months whichever occurs first for employees whose regular hours of work are other than full time). In the event that, in the Hospital's opinion, the employee does not prove satisfactory, or at the employee's own

request, at any time during the trial period, she shall be returned to her former position without loss of seniority or former salary and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position without loss of seniority and former salary.

- 12.05 Vacancies which are not expected to exceed sixty (60) calendar days and vacancies due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time and casual employees in the bargaining unit in accordance with Article 12.03. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time and casual employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time and casual employees fill temporary full-time vacancies, such employees shall be considered part-time or casual and shall be covered by the terms of the applicable part-time or casual provisions in the collective agreement. Upon completion of the temporary vacancy, such employees shall be reinstated to her/his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

An employee who accepts a temporary vacancy shall not be considered for any other temporary vacancy during the term of their original placement, unless they are considering a move from a temporary part-time to a temporary full-time position.

- 12.06 The Union shall be notified within forty-eight (48) hours of all appointments, hirings, transfers, recalls and termination of employment within the bargaining unit.

- 12.07 When a successful applicant is awarded a new or additional position(s)

- 1) In a higher rated classification she will be placed in the wage rate closest to, but not less than her current rate of pay.
- 2) In the same pay range, she will maintain her current rate of pay.
- 3) In a lower rated classification, she will be placed in the wage rate closest to, but not greater than her current rate of pay.

- 12.08 Temporary Transfer

When a member of the bargaining unit is designated in writing by the Hospital to replace a supervisory employee from outside the bargaining unit for at least one (1) full shift, an adjustment of one dollar (\$1.00) per hour will be made from the commencement of such assignment.

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in

excess of one-half of a shift she shall be placed in the range of the higher-rated classification so that she shall receive no less than the equivalent of one step in the wage rate of her current classification (provided that she does not exceed the wage rate of the classification to which she had been transferred). Such wage rate will be paid from the commencement of the shift in which she was assigned the job.

Where the Hospital assigns an employee to temporarily relieve on a lower rated classification, the employee will be paid at his/her regular hourly rate.

12.09 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, or in emergencies when regular employees are not readily available, present practices to continue.

12.10 Contracting Out

The Hospital will not contract out any work with the objective of effecting a layoff or reducing the regular hourly rate of pay of any employee in the bargaining unit.

The parties agree to consult on a monthly basis or as may be otherwise mutually agreed to as the Hospital's requirements for contracting out services.

12.11 Volunteers

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

The Hospital shall submit to the Union, the number of volunteers and current duties performed as of September 2018.

12.12 New and Changed Classifications

- 1) In the event that new classifications are created or former classifications are recreated, the Hospital will prepare a Job Description and based on its content, the Human Resources Department will assign a temporary salary class to that position. The position shall then be posted as per Article 12 and within six (6) months of the position being filled, the Job Evaluation Committee will meet with the goal of evaluating the new classification. For the purpose of this Article, when the new classification has been determined, and the incumbent does not wish to remain in the position as a result of the determination, the parties will meet to discuss implementation options for the incumbent.
- 2) When the hospital is contemplating significant changes to the job content of an existing classification, the Union shall be informed as far in advance as possible and shall participate in discussion to provide input.

- 3) When the Hospital makes a change in the job content of an existing classification which causes such a classification to become a new classification, the employee(s) concerned may submit a request for re-evaluation to their manager.
 - (a) If the Manager agrees with the request they shall send a letter of agreement to the Human Resources department with a copy of the employee's request. Human Resources shall advise the Union and send a Job Fact Sheet to the employee for completion. The job will be re-evaluated at the next scheduled Committee meeting after receipt of the completed job fact sheet.
 - (b) If the Manager disagrees with the request they shall send a letter of disagreement to the Human Resources department with a copy of the employee's request. Human Resources shall advise the Union. The parties will then meet and decide how to proceed with the employee's request for re-evaluation.
- 4) If agreement cannot be reached on the evaluation and/or implementation of the new or changed position, either party may refer the matter to arbitration as provided in Article 27.
- 5) As a result of a newly created job, any rate adjustment shall be retroactive to the date the job was implemented. Any rate adjustment as a result of a change within an existing position will be retroactive to the date the written request for a review was made to the Manager of the Department.
- 6) If changes to an existing classification result in a class maximum for a job lower than that previously in effect, the rate of the incumbent will be considered a "Red Circle" rate. "Red Circle" rates will disappear with attrition and promotion.
- 7) If changes to an existing classification result in a class maximum for a job higher than that previously in effect, the incumbent's rate will move step to step to the appropriate level in the new salary range (i.e., the incumbent at the 2-year rate in the existing salary range will move to the 2-year rate in the new salary range).

12.13 Professional Responsibility – Workload

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

- (a) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet needs using current resources.

- (b) Failing resolution of the workload issue(s) at the time of the occurrence or if the issue(s) is/are ongoing the employee will discuss the issue with their manager (or designate) on the next day that the manager (or designate) and the employee are both working or within ten (10) calendar days whichever is sooner.
- (c) Complete the COPE Workload Report Form. The manager (or designate) will provide a written response on the COPE Workload Report Form to the employee(s) within ten (10) calendar days of receipt of the form with a copy to the Bargaining Unit President and the Human Resources Labour Relations Manager.
- (d) Every effort will be made to resolve the workload issue at the unit level. A Union representative shall be involved in any resolution discussion at the unit level. The discussions and actions will be documented.
- (e) Failing resolution at the unit level, the COPE Workload Report Form will be submitted to the COPE Labour Management Committee within twenty (20) calendar days from the date of the manager's response or when they ought to have responded under (c) above.
- (f) The Labour Management Committee will discuss the issues at the next regularly scheduled meeting unless the "workload issues" in question are a cause for immediate concern.

When meeting with the manager the employee(s) is/are entitled to be represented by a Union representative if requested by the employee(s) to support them at the meeting.

ARTICLE 13 - JURY DUTY AND APPEARANCE IN COURT AS A CROWN WITNESS

13.01 Upon presentation of a voucher from the Clerk of the Court, showing fees received for service on a jury or reporting for jury roll call or appearing in court as a crown or defence witness, an employee shall be paid the difference between the pay received for such jury duty or reporting for jury roll call or appearing as a crown or defence witness and his regular pay subject to the following conditions:

- (a) The difference between such fees received and normal wages for regular straight time working days falling within his normal work week for the duration of jury duty or jury roll call or appearance in court as a crown or defence witness.
- (b) An employee scheduled to work the midnight shift or tour immediately prior to jury roll call or duty on that date will be excused upon request and her regular rate will be paid.

ARTICLE 14 - UNION LEAVE

14.01 Leave of absence will be granted without pay for the purposes of attending union conventions and conferences, provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) the employees requesting leave of absence pursuant to this Article shall submit the written request of leave at least two (2) weeks prior to the commencement of the requested leave of absence whenever possible; and
- (b) The Hospital shall maintain the wages and benefits of an employee who is granted leave under this Article and shall bill the Union for wages of the employees.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01

- (a) Eligibility
Employees who have completed their probationary period can qualify for paid bereavement leave.
- (b) In the case of death in an employee's "immediate family" covered by this agreement, such employee, upon notification to the Hospital, will be granted four (4) consecutive working days off without loss of regular straight time pay for scheduled hours, in conjunction with the day of the funeral or a memorial service (equivalent).

If the burial or memorial service is not held within the four (4) consecutive working day period referenced above, an employee will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) in total, in order to accommodate religious and cultural diversity.

In the case of death of an employee's niece, nephew, aunt or uncle, the employee shall be allowed one day of bereavement leave one day shall be allowed for the day of the funeral.

Additional time off without pay may be granted by the Hospital.

- (c) Immediate Family

Immediate family shall be interpreted to mean the employee's wife, husband, mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, daughter, step-child, grandparents, grandchild, son-in-law, daughter-in-law.

“Immediate family” and “in-laws” as set out above shall include the relatives of “spouses”, “common law spouses” and “same sex partners”.

ARTICLE 16 - PREGNANCY LEAVE

16.01

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, as amended.
- (b) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return.
- (c) The employee shall re-confirm her intention to return to work on the date originally provided to the Hospital in (b) above, by written notification received at least four (4) weeks prior thereof.
- (d) When persons are hired to replace employees who are on an approved pregnancy and/or parental leave, the period of employment of such persons will not exceed the pregnancy and/or parental leave. The release or discharge of such persons will not be the subject of a grievance or arbitration.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. 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.

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

ARTICLE 17 – PARENTAL LEAVE

17.01

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, as amended.
- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.
- (c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time.
- (d) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (e) The employee shall re-confirm her intention to return to work on the date originally provided to the Hospital in (d) above by written notification received by the Hospital at least four (4) weeks in advance thereof.
- (f) When persons are hired to replace employees who are on an approved pregnancy and/or parental leave, the period of employment of such persons will not exceed the pregnancy and/or parental leave. The release or discharge of such persons will not be the subject of a grievance or arbitration.
- (g) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplement employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked

prior to the commencement of the leave times her or his normal weekly hours.

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

ARTICLE 18 – LEAVE OF ABSENCE

18.01

(a) Definition

A leave of absence is a temporary suspension of employment without remuneration initiated by the request of the employee. In properly approved leaves of absence of less than one month, length of service and eligibility for benefits are not affected, except as specified hereunder.

(b) General

The Hospital considers that, originally, vacation with pay provides adequate time off for the needs of employees. It is recognized that exceptional circumstances may occasionally require an employee to be absent at a time when vacation cannot be arranged. Leave of absence may be authorized for good and sufficient reason by the Department Head in accordance with the policy stated herein, but issuing leave must be kept under careful control. A leave of absence will not be authorized for an employee who wishes to enter the employ of another employer.

(c) Statement of Conditions

An employee returning to work in six (6) months or less from an unpaid leave of absence shall return to his or her former position. An employee returning after six (6) months shall return to a position he or she is entitled to by qualification and seniority.

(d) Procedure for Requesting a Leave of Absence

(i) Application

Employees who wish to make a request for leave of absence shall do so in writing to the Department Head.

(ii) Approval

The employee will discuss the leave of absence with his Department Head. After a review of the reasons for the request, length of service, work history, etc., the Department Head will ensure that the

employee is advised in writing of the outcome of his leave of absence request and a copy will be forwarded to the Union.

(e) Return from a Leave of Absence

Employees who are granted a leave of absence are expected to return to work on the date agreed upon, unless they wish to return earlier, in which case arrangements must be made with the Department Head. Department Heads are notified three (3) days in advance of the time the employee plans to return to work. If it is necessary to extend the leave of absence beyond the approved period, the employee must ask his Department Head for an extension of the Leave at least fourteen (14) days prior to his normal termination of leave of absence period. Such extension shall be at the discretion of the Hospital.

ARTICLE 19 - DOMESTIC VIOLENCE LEAVE

19.01 Domestic Violence or Sexual Violence Leave will be in accordance with the Employment Standards Act.

ARTICLE 20 - TERMINATION

20.01 An employee shall give two (2) weeks' notice of termination.

ARTICLE 21 - LEGISLATIVE CHANGES

21.01 If any Article or section of this Agreement is determined illegal by judicial or legislative action, the remaining Article and/or sections shall continue to be operative and binding upon the parties hereto.

ARTICLE 22 - HOURS OF WORK

22.01 The normal working day for all full-time employees shall consist of seven and one-half (7-1/2) hours exclusive of the meal period, save and except the office staff which shall consist of seven (7) hours per day exclusive of the meal period.

The normal working day for all part-time employees shall consist of up to seven and one-half (7-1/2) hours exclusive of the meal period, save and except the office staff which shall consist of up to seven (7) hours per day exclusive of the meal period.

22.02 The regular work week for all full-time employees shall average thirty-seven and one-half (37-1/2) hours over the scheduling period. The regular work week for the office staff shall average thirty-five (35) hours per week over the scheduling period.

22.03 It is understood that normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not

apply. Employees shall be paid for the actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

- 22.04 It is agreed that the employees shall not be scheduled to work more than six (6) consecutive days. Where possible, schedules shall provide at least two (2) days off consecutively.
- 22.05 It is agreed that the intent of Article 21.02 is to provide as fair as possible a work schedule for each employee with an average of five (5) working days in each week.
- 22.06 The work schedule for each employee showing the shifts and days off work, shall be posted four (4) weeks in advance. When an employee's days off are re-scheduled within forty-eight (48) hours of the originally scheduled days off, she shall be paid time and one-half for hours worked on the originally scheduled days off.
- 22.07 The work schedule shall be planned in such a way that full and part time employees receive at least one (1) weekend off in three (3). In most cases, full and part time employees shall receive one (1) weekend off in two (2).
- 22.08 An employee shall not be scheduled to work two (2) different times during one day, except in emergency situations and in such case, the employee shall be paid overtime rates for the second shift.
- 22.09
- (i) When a full-time or part-time employee is required by the Hospital to change shifts, two (2) shifts shall be allowed between finishing work and reporting for further duty. If, however, an employee is required to report on a second shift less than twelve (12) hours after finishing work, the employee shall be paid at overtime rates for the period worked before the next regularly scheduled shift of that employee.
- In the case of casual and part-time employees picking up a casual shift, eight (8) hours shall be allowed between shifts.
- (ii) When a part-time or casual employee is working a regular scheduled shift of four (4) hours or less and additional work is available on the following day, the provision in Article 22.09 (i) will not apply.
- 22.10 All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.
- 22.11 The Hospital agrees, if qualified personnel available, to maintain sufficient staff to avoid excessive overtime work including overtime required due to work on regular days off or prolonged illness, leave of absence or vacation.

- 22.12 Request for specific days off are to be submitted in writing fourteen (14) days in advance of time off requested, for change in posted time schedules.
- Short term requests will be considered on an individual basis in accordance with operational requirements.
- 22.13 The Hospital will not schedule shifts of less than one-half of the full-time employees normal daily hours of work for part-time and casual employees.
- 22.14 The names of employees covered by this Agreement will not be removed from call lists unless discussed first with the President of the Union in order to remedy misunderstandings or other problems.
- 22.15 Casual staff shall be allowed one (1) hour with pay from time of call-in to time the employee reports for duty.
- 22.16 If an employee accepts a casual shift, it will be her responsibility to work that shift unless the employee is ill or the Hospital mutually agrees it will not be required.
- If, after the shift is accepted, the employee decides she does not wish to work that shift, the employee must follow the procedure for requesting absent time.
- 22.17 Part-time or casual employees may work in more than one position, but no more than four (4) under the following guidelines:
- (a) An employee may not hold more than one part-time position in a department.
 - (b) The employee must be able to meet the full commitment of all departments which means an employee holding two (2) part time positions may have to work both Christmas and New Years and paid holidays as required.
 - (c) The hours of the combined positions must be equal to or less than full-time hours.
 - (d) It is agreed and understood that an employee holding two part-time or casual positions shall be treated in all respects as a part-time or casual employee even if the combined hours are equal to full-time hours.
- 22.18 Ambulance Escort
- Where an employee is assigned to provide patient care for a patient in transit, the following hours of work provisions shall apply:
- (a) Where an employee performs such duties during an assigned shift, she shall be paid her regular rate of pay. Where the employee continues to perform such duties in excess of her assigned seven and one-half (7-1/2) hour shift, she shall be paid the appropriate overtime rate.

- (b) An employee who reports for ambulance escort service will receive a minimum of four (4) hours pay at her regular straight time hourly rate of pay. The employee will be paid for all hours actually worked beyond this four (4) hour period at her regular straight time hourly rate of pay subject to the overtime provisions.

22.19 Requests for change in posted time schedules must be submitted in writing twenty-four (24) hours in advance and co-signed by an employee in the same classification willing to exchange days off or tour of duty. It is understood that such exchange initiated by the employee and approved by the Hospital shall not result in overtime pay.

22.20

- (a) Extended tours shall be introduced when:
 - 1) A minimum of 70 percent of the staff indicate their acceptance of the extended tour arrangement. The percentage was established by the Union and the Hospital was notified of that percentage;
 - 2) There is sufficient and suitable staffing complement available to enable the extended tour program and resultant work schedules to function; and
 - 3) The Hospital agrees to implement the extended tours. Such arrangement shall not be withheld in an unreasonable or arbitrary manner.
- (b) The parties agree that extended tours will be introduced on a trial period basis as mutually agreed and the individual trial period shall not exceed twenty-four (24) weeks. The parties agree to meet to evaluate the programs after eight (8) and sixteen (16) weeks to ascertain the wishes of the Hospital and the Union as to the continuation beyond the initial twenty-four (24) week trial period.
- (c) All staff falling within the department/unit of the bargaining unit will, as a condition of employment, be required to work twelve (12) hour tours on a rotating basis in accordance with the period schedule.
- (d) When staff are working on extended tour, the provisions set out governing the regular hours of work shall be adjusted accordingly including the definition of full and part time employees. The normal extended tour shall be 11.25 hours in any twenty-four (24) hour period. Normal tour hours will be from 0730 to 1930 and 1930 to 0730 hours other than in the Housekeeping and Dietary Departments.
- (e) Scheduling of Meal Periods and Relief Periods

Days: Fifteen (15) minutes paid; thirty (30) minutes unpaid; fifteen (15) minutes paid; thirty (30) minutes [fifteen (15) minutes paid and fifteen (15) minutes unpaid].

Nights: Fifteen (15) minutes unpaid; fifteen (15) minutes paid; thirty (30) minutes unpaid; thirty (30) minutes paid.

- (f) Vacation shall be computed in hours and taken as 11.25-hour days.
- (g) There will be eight (8) 11.25-hour statutory holidays.
- (h) Employees on extended tours will not be scheduled to work more than three (3) consecutive days or more than two (2) consecutive weekends and shall receive premium pay for all hours worked on the fourth subsequent extended tour, or the third and subsequent consecutive weekend, save and except where such work results from a change of shift with another employee.
- (i) To deal with unusual circumstances which result in a disruption or normal scheduling such as Christmas/New Year period, the Hospital shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.
- (j) Extended tours may be discontinued in any department/unit when:
 - 1. The minimum of 70 percent, which was established by the Union, indicating their wish to discontinue; or
 - 2. The Hospital states its intention to discontinue the extended tours in the schedule because of:
 - adverse effects on patient care.
 - inability to provide a workable staffing schedule.
 - where the hospital wishes to do so for other reasons which are neither arbitrary nor unreasonable.

It is agreed that should either party wish to discontinue the extended tours, a meeting will be held to discuss the matter prior to notice of termination being given.

In any event, written notice advising the other party of one party's wish to discontinue the extended tours must be given at least six (6) weeks prior to the date such party wishes to return to work as set out in the Collective Agreement.

ARTICLE 23 - PREMIUM PAYMENT

- 23.01 An employee shall receive time and one-half her regular rate of pay for authorized time worked in excess of seven and one-half (7 1/2) hours per day (7 hours per

day for office staff). A full-time employee who works in excess of the hours of work referred to in clause 21.02 shall receive time and one-half (1½) her regular rate of pay for the additional hours worked. Part-time and casual employees who work in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) her regular rate of pay for all hours worked in excess of seventy-five (75).

The Hospital agrees that all calls and overtime shall be offered in order of seniority. This shall not preclude the Hospital from calling the senior part time or casual employee in order to avoid premium time.

23.02 No employee will be cancelled during her regular schedule or working hours for the obvious purpose of preventing her from earning overtime pay.

23.03 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 23.04 and works during the period of standby.

23.04 Call-Back

- (a) Where a full-time or regular part-time employee has completed their regularly scheduled tour and left the hospital and is called in to work outside their regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive two (2) times their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at two (2) times their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive time two (2) times their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.
- (b) Where an employee has been called in from standby and worked the hours after 2400 hours such employee will not be required to return to regular duties without at least 8 hours of time off before commencing the next shift and will be paid straight time for the full shift. However, if the hospital is unable to provide 8 hours of relief between the end of the time that the employee left the hospital and the start of the next regular shift the employee shall be paid time and one-half for the full shift.

23.05 Where an employee has worked approved hours for which she is entitled to be paid premium pay, she shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the

applicable rate is time and one-half (1 ½) then time off shall be at time and one-half (1 ½)). Employees will be allowed to accumulate up to a maximum of seventy-five (75) hours. These hours must be taken in the fiscal year in which they are earned. Time off will be scheduled by mutual agreement between the employee and the Hospital. Employees will be paid their banked overtime if their department is temporarily closed. Unused banked time will be paid out effective March 31 of each year.

23.06 Reporting Pay

Employees who report for any scheduled seven (7), seven and one-half (7 1/2) or eight (8) hour shift will be guaranteed at least four (4) hours of work, or, if no work is available, will be paid for at least four (4) hours when work is not available due to conditions beyond the control of the Hospital. Employees scheduled to work less than these daily hours will receive a pro-rated amount of reporting pay.

The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. An employee must have sixteen (16) hours notice of cancellation of the scheduled shift or four (4) hours must be paid.

23.07 Shift Premium

Shift Premium An employee shall be paid a shift differential of two dollars and twenty-six cents (\$2.26) per hour for each hour worked on evenings and nights. Retroactive to date of contract expiry.

23.08 Weekend Premium

Weekend Premium An employee shall be paid a weekend premium of two dollars and seventy-seven cents (\$2.77) per hour for each hour worked between 2330 hours Friday and 2330 hours Sunday. Retroactive to date of contract expiry.

23.09 Paid Meal

Employees required to work more than three (3) hours overtime on the same day they have worked a full tour shall, after three (3) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide a hot meal.

23.10

(a) Student Supervision

Employees may be required as part of their regular duties, to supervise activities of students. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the

educational institute with respect to the skill level of the students will be made available to the employee recruited to supervise the student.

Where an employee is assigned student supervision duties, the Hospital will pay the employee a premium of one dollar (\$1.00) per hour for all hours spent performing such supervision.

(b) Mentorship

Employees may, from time to time, be assigned a formal mentorship role. Mentorship is a formal supportive relationship between two employees, which results in the professional growth and development of an individual employee to maximize her or his performance.

The Hospital will pay the employee assigned a mentorship role a premium of two dollars (\$2.00) per hour, in addition to her regular salary and applicable premium allowance.

Orientation to the organization or general functioning of the unit does not constitute mentorship and or student supervision.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01

(a) The following days are recognized as Statutory Holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day (July 1 st)	Boxing Day

An employee who is required to work on any of these designated holidays will receive pay at the rate of time and one-half the employee's regular straight time hourly rate of pay for work performed on such holiday.

- (b) When any of the holidays referred to in Article 23 fall on a regular fulltime employee's scheduled day off, or if the employee works on any of those holidays, such regular full-time employee shall be granted a day off with pay in lieu at a mutually agreed upon time provided the employee qualifies for holiday pay under Article 23.
- (c) In order to qualify for holiday pay, the full-time employee must have been employed by the Hospital for thirty (30) days and worked her scheduled shift on each of his working days immediately preceding and immediately following the holiday in question unless the employee was absent due to:

- (i) vacation granted by the Hospital;
 - (ii) the employee's regular scheduled day off;
 - (iii) illness or accident which commenced within fifteen (15) calendar days prior to the holiday.
- (d) Holiday pay will be computed on the basis of the number of hours which the employee would have worked had there been no holiday at the regular rate of pay.
- (e) In the event that Heritage or some other day is proclaimed as an additional paid holiday as a result of legislation, this Agreement shall be amended by deleting the Second Monday in February provided for above and substituting the proclaimed holiday thereafter.
- (f) Employees covered by this Agreement shall have either Christmas or New Year's Day off. In order that all employees may enjoy equity in choice of period off, employees shall be given choice on a seniority basis in the initial year and then revert to second choice in the first subsequent year. This practice shall continue from year to year.
- (g) Employees shall be allowed to accumulate a maximum of five (5) paid holidays to be taken at a mutually agreeable time. In cases where an employee has requested to take the time off as per article 12.12 and been denied the cap shall be lifted until such time as a mutually agreeable day off can be arranged.
- (h) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.
- (i) For the above holidays, the twenty-four (24) hour period of the holiday will be from 2330 hours the evening before the holiday until 2330 hours the evening of the holiday.

24.02

Part-Time Employees

- (a) The following days are recognized as Statutory Holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day (July 1 st)	Boxing Day

An employee who is required to work on any of these designated holidays will receive pay at the rate of time and one-half the employee's regular straight time hourly rate of pay for work performed on such holiday.

- (b) In the event that Heritage or some other day is proclaimed as an additional paid holiday as a result of legislation, this Agreement shall be amended by deleting the Second Monday in February provided for above and substituting the proclaimed holiday thereafter.
- (c) Employees covered by this Agreement shall have either Christmas or New Year's Day off. In order that all employees may enjoy equity in choice of period off, employees shall be given choice on a seniority basis in the initial year and then revert to second choice in the first subsequent year. This practice shall continue from year to year.
- (d) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.
- (e) It is understood that a part-time employee, casual employee, or temporary employee shall not be entitled to holiday pay or any lieu days.

ARTICLE 25 - VACATION WITH PAY

25.01

- (a) The vacation entitlement date for full-time employees shall be their seniority date.

No vacation days may be taken prior to the completion of the employee's probationary period or six (6) months continuous service with the hospital, whichever is the lesser.
- (b) Vacation entitlement is as follows:
 - After one (1) year of service- three (3) weeks.
 - After three (3) years of service- four (4) weeks.
 - After twelve (12) years of service- five (5) weeks.
 - After twenty (20) years of service- six (6) weeks.
 - After twenty-five (25) years of service- seven (7) weeks.
- (c) Part-time and casual employees shall receive vacation pay on the basis of equivalent full-time service in accordance with the following schedule:
 - Less than one (1) year's service- in accordance with legislation.
 - After one (1) year of service- six percent (6%) of annual earnings.

- After three (3) years of service- eight percent (8%) of annual earnings.
- After twelve (12) years of service -ten percent (10%) of annual earnings.
- After twenty (20) years of service - twelve percent (12%) of annual earnings.
- After twenty-five (25) years of service- fourteen percent (14%) of annual earnings.

Effective date of contract expiry.

- 25.02 When a recognized Statutory Holiday, as defined in Article 24.01(a), "Statutory Holidays", falls within the vacation period, such time will not be counted vacation and the date of return may consequently be the one full day later.
- 25.03 Requests for vacation periods of less than five (5) working days (one week) shall be considered on an individual basis. Consideration of such requests will not be done in a discriminating manner.
- 25.04 Employees shall be given the opportunity of stating their preference for their vacation period. Individual departments may make arrangements for vacation preference, as long as these arrangements do not interfere with the efficient operation of the department. However, in cases of dispute, seniority will govern. However, once an employee has indicated a preference vacation period, the employee may not then exercise seniority rights to change the stated period.
- 25.05 In rare occasions, it may be necessary for the Hospital to request an employee to forego her vacation period during a particular year. Should this happen, vacation time may then be cumulative, however, under no condition will vacation accumulation be extended beyond a second year.
- 25.06 Unused vacation allowance shall not be compensated for in additional salary.
- 25.07 Employees separated from the payroll for any reason will be paid that portion of vacation that the number of months employed in the vacation year bears twelve (12) months. Exception: The Hospital reserves the right to revoke the privilege of the "Vacation With Pay" Article, in cases of discharge for cause or when an employee quits without giving two weeks' notice, except as specified by government regulation.
- 25.08 Vacation time that is granted for one year may not be taken immediately prior to or after vacation for any other year, unless approved by the Hospital.
- 25.09 An employee who is entitled to three (3) weeks or less paid vacation per year may request that one (1) week unpaid leave of absence be added to the vacation entitlement. Unpaid week cannot be for the period of June 1st to September 30th unless vacation rollover dates fall between June 1st to October 15th.

Requests for the afore mentioned time off must be submitted by the dates listed in Article 25.15.

- 25.10 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the full-time or part-time employee to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.
- Where an employee qualifies for bereavement leave during his period of vacation, the period of such bereavement shall be considered bereavement leave.
- The period of vacation so displaced shall either be added to the vacation time off, or reinstated for use at a later date, at a mutually agreeable time.
- 25.11 Vacation time shall be computed so that full-time employees will receive the amount normally earned on a regular work schedule which shall be included in the salary cheque issued immediately preceding the commencement of vacation, if requested by the employee at least nine (9) days prior to the issuance of the cheque.
- 25.12 Employees are entitled to the weekend off at the completion of their vacation where possible.
- 25.13 The employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Hospital.
- 25.14 Should an employee who has commenced her scheduled vacation return to work upon request of the Hospital during the vacation period, the employee shall be paid at the rate of time and one-half her straight time hourly rate for hours worked during the remainder of her scheduled vacation period. The employee will be allowed to reschedule vacation days lost from her vacation due to such work.
- 25.15 The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital. In scheduling vacation requests, preference will be given in accordance with their seniority, provided the employee exercises this right by the dates established below, after which time vacation requests will be scheduled on a first come first serve basis. Requests for vacation will not be unreasonably denied. Employees will make vacation requests as follows:
- (a) Requests for vacation time from February 1st to May 31st shall be submitted by November 1st. The hospital shall deny vacation requests no later than December 15th. The final copy of the approved vacation schedule will be posted by January 15th.
 - (b) Requests for vacation time from June 1st to September 30th shall be submitted by March 1st. The hospital shall deny vacation requests no later

than April 15th. The final copy of the approved vacation schedule will be posted by May 1st.

- (c) Requests for vacation time from October 1st to January 31st shall be submitted by July 1st. the hospital shall deny vacation requests no later than August 15th. The final copy of the approved vacation schedule will be posted by September 1st.
- (d) Subject to the forgoing, vacation requests received after November 1st, March 1st and July 1st will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Hospital will respond to the employee within two (2) weeks.
- (e) Once an employee has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period. Posted vacation time shall not be changed without mutual consent of the employee and the Hospital.

25.16 An employee who takes vacation in advance and then terminates her employment or retires prior to earning the vacation received will have the dollar value of the vacation deducted from her final cheque.

ARTICLE 26 - SICK LEAVE

26.01 Scheduled part-time employees shall be allowed one (1) day sick leave for every fifteen (15) shifts or 112.5 hours worked (except office staff which shall be 105 hours worked) to a maximum of 120 days.

After completion of 1300 shifts or more and at the age of 65, a scheduled part-time employee shall be paid upon separation, fifty percent (50%) of unused sick leave. After completion of 2600 shifts or more, a scheduled part-time employee shall be paid, upon separation before the retirement age of 65, fifty percent (50%) of unused sick leave.

26.02

- (a) In cases of absence due to illness, an employee may be required to produce a medical certificate by a duly qualified medical practitioner in in cases of absence of three (3) or more days.
- (b) If sick leave runs for more than thirty (30) days, employees must keep the Hospital informed of their expected date of return and where necessary, the employee may be required to produce a medical certificate.

Full-time employees shall not lose any pay for the day of an out-of-town medical appointment provided they submit an Ontario Ministry of Health Travel Grant that is authorized by their family physician to the Health & Safety Co-Ordinator.

26.03 An employee who is unable to report for work due to illness or disability shall give as much notice as reasonably possible to the Employee Health Nurse or the Nurse Manager prior to the time he is due to report for work. Failure to do so will

result in an absence without pay unless there are mitigating circumstances which, in the opinion of the Hospital, justify the failure to notify.

- 26.04 In case of frequent absences, or what the Hospital may consider to be absences of a regular nature, or where an employee may be appropriately placed in a modified work program, the Hospital may, at its discretion, require a medical certificate, regardless of the length of any one absence.
- 26.05 All employees, on returning to work from illness, are required to fill out a statement of illness form and submit it to the Health and Safety Co-Ordinator. The reasons for this are: (i) patient safety; and (ii) to ensure that the employee receives his or her benefits according to the Hospitals of Ontario Disability Income Plan.
- 26.06 The Hospital shall pay the full cost of any medical certificate required of any employee.
- 26.07 Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, leaves covered by the employment standards act, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purpose of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 27 - GRIEVANCE PROCEDURE

- 27.01 Should a dispute arise between the Hospital and any employee regarding the interpretation or alleged violation of a provision of this Agreement, the following grievance procedure will be followed:

Step 1

The employee shall first discuss the complaint or grievance with her immediate supervisor and may have her steward present if she so desires. The immediate supervisor shall give a verbal reply to the employee within five calendar days.

Step 2

If the grievance is not adjusted by the immediate supervisor, an appeal in writing, signed by the employee involved and the Union steward, may be lodged by the steward within four (4) calendar days thereafter to the Department Head. The steward will be given an opportunity to discuss the grievance with the Department Head, normally within four (4) calendar days of receipt of the written grievance, with or without the employee concerned being present. The Department Head

shall give his decision in writing to the employee and to the steward not later than four (4) calendar days following the discussion of the written grievance.

Step 3

If the written decision of the Department Head is not satisfactory, the Union Grievance Committee and the employee involved may within seven (7) calendar working days thereafter, appeal in writing to the Chief Executive Officer, or designate. The Union Grievance Committee will be given the opportunity to discuss the grievance with the Chief Executive Director, or designate, normally within seven (7) calendar days of receipt of the written grievance, with or without the employee concerned being present. The Chief Executive Officer, or designate, shall give his decision in writing to the employee and to the Union Grievance Committee not later than seven (7) calendar days following the discussion of the written grievance.

- 27.02 Any grievance not filed within fourteen (14) calendar days after the occurrence which is the basis of the grievance or within fourteen (14) calendar days after the employee should reasonably have had knowledge of the said event, shall be deemed to have been waived and shall not be considered.
- 27.03 Should any employee of the Union desire to take advantage of the procedure provided for in this Agreement for the settlement of grievances, each step in such procedure up to and including the reference to appoint an arbitrator or arbitration board shall be taken by such employee or the Union as the case may be, within the time limits prescribed herein, or the grievance will be deemed to have been finally abandoned.
- 27.04 Any time limits fixed for the taking of any action in connection with a specified written grievance may be extended by written agreement of the Chief Executive Officer, or designate, of the Dryden Regional Health Centre and the President or Vice-President of the Union.
- 27.05 At any meeting between the Union Grievance Committee and the Chief Executive Officer, or designate, the Dryden Regional Health Centre under the provisions referred to above, the Union Grievance Committee may be accompanied by a Union Representative and/or two duly accredited local representatives of the Union. The Chief Executive Officer, or designate, of the Dryden Regional Health Centre likewise may be accompanied by such individual or individuals as he may desire. Either the Hospital or the Union may request that the employee, or a member of the group of employees involved in the grievance being appealed, shall be present at such meetings.
- 27.06 Notwithstanding the foregoing, it is agreed that the Chief Executive Officer, or designate, may give to the Union, a waiver in writing of one or more preceding stages, and compliance with time limits in the grievance procedure.

27.07 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 his designee, within nine (9) 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.

27.08 Policy Grievance

- (a) Any difference arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement and which could not be subject of a grievance by an individual employee, may be submitted in writing by either party and dealt with as a grievance in the following manner.
- (b) In the case of such grievance by the Union, it is submitted to the Chief Executive Officer, or designate, who shall provide a written answer within seven (7) calendar days after its presentation. Within seven (7) calendar days after the receipt of the Chief Executive Officer's, or designate's, decision, and failing a satisfactory settlement, the grievance may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.
- (c) In the case of such grievance by the Employer, it shall be presented in writing to the President or Vice-President of the Union who shall, within seven (7) days thereafter, provide a written answer. Failing settlement, the Employer will submit the grievance within seven (7) calendar days following such an answer for consideration at a meeting between the Union Grievance Committee and the Employer which will be held within seven (7) calendar days after the grievance was first presented in writing to the President or Vice-President of the Union. The answer of the Union Grievance Committee will be given in writing within seven (7) calendar days following the meeting and failing settlement, the grievance may be submitted to arbitration provisions of this Agreement.

27.09 Discharge Procedure

- (a) A claim by an employee who has completed the Probationary Period, that she has been unjustly discharged, shall be treated as a grievance,

commencing at Step 2 of the Grievance Procedure, if a written statement of such grievance, signed by the employee or member of the Union and the President or his designate, within seven (7) calendar days after the employee has received her discharge notice.

- (b) Such grievance may be settled by the parties by confirming the Employer's action in dismissing the employee, or by reinstating the employee with or without compensation or in such manner as is deemed just and equitable and in the opinion of the conferring parties or Arbitration Board. Such compensation, however, shall not exceed the amount which the employee would normally have earned.

27.10 Whenever the Employer delivers a written reprimand to an employee, the Employer will send notice of the written reprimand to the President of the Union within seven (7) calendar days.

ARTICLE 28 - ARBITRATION

28.01 When either party requests that any matter be submitted to arbitration, as hereinbefore provided, the request shall be in writing and shall contain the name of the party's nominee to the Board of Arbitration. If no written request for arbitration is received within twenty-eight (28) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned. Within fourteen (14) calendar days after the receipt of such request, the other party shall nominate its member to the Board of Arbitration and give notice thereof to the other party.

28.02 If within seven (7) calendar days thereafter, the two (2) so nominated cannot agree upon the name of the third Arbitrator to act as Chairman of the Board of Arbitration, a request shall be addressed to the Minister of Labour of Ontario and he shall appoint the third Arbitrator. Each of the parties shall pay the expense of its own nominee and one-half the fees of the Chairman.

28.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

28.04 No matter may be submitted to arbitration which has not been properly carried through all of the previous steps of the grievance procedure.

28.05 In no event shall the Board of Arbitration have the power to change this Agreement or alter, modify, or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, is necessary for the decision to be just and equitable.

28.06 Proceeding before the Arbitration Board will be expedited by the parties hereto and the decision of the majority of the Arbitration Board shall be the decision of

the Board, provided that if there is no majority, the decision of the Chairman shall govern and the decision will be accepted as final and binding by the parties.

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

28.08 Time Limits

The time limits specified in Article 26 or Article 27 may be extended by the mutual consent of the parties.

28.09 Sole Arbitration

The Hospital and the Union may agree upon a single Arbitrator instead of a three-member Board of Arbitration. In such event, the referral to arbitration under Article 27.01 shall indicate the name of the proposed sole Arbitrator instead of the party's nominee.

ARTICLE 29 - STRIKES AND LOCKOUTS

29.01 During the term of this Agreement, the Hospital or its representative shall not cause any lockouts and the Union agrees that neither it nor its representative shall cause or sanction any strikes, slow downs, or other interference.

ARTICLE 30 - BENEFIT PLANS

30.01 The following insurance and benefit plans will form part of this Agreement and are applicable to full time employees. It is acknowledged the Hospital is only responsible for payment of the premiums required to maintain the plans listed below.

(a) Hospitals of Ontario Group Life Insurance Plan

All full-time employees are required to join the Group Life Insurance Plan in accordance with the terms and conditions of the Plan. The Hospital will contribute one hundred percent (100%) of the billed premium.

(b) Hospitals of Ontario Volunteer Life Insurance Plan

Additional coverage of up to \$100,000.00 is available to all full-time employees provided they are covered under the Hospitals of Ontario Group Life Insurance Plan for the equivalent of twice their annual earnings. Employees who chose not to join on July 1, 1978 must now show evidence of insurability at their expense. The Voluntary Life

Insurance Plan will be funded one hundred percent (100%) by the employee.

(c) Hospitals of Ontario Pension Plan

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

(d) The Hospitals of Ontario Disability Income Plan (Full-Time Employees)

- (i) Provisions of this Plan govern sick leave.
- (ii) The Hospital will contribute seventy-five percent (75%) of the billed premium of the HOODIP Plan.
- (iii) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (iv) No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

(e)

- (i) Effective 1st of the month following the date of ratification the hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of employees in the active employ of the Hospital under the Green Shield Dental Plan (or comparable coverage with another carrier) based on Current ODA schedule with a one-year lag and provision for recall oral examinations to be covered once every nine (9) months (adults only). Coverage will include bridge work, crowns, and dentures and repairs to same at 50/50 co-insurance to a \$1000 annual maximum per insured, and orthodontics 50/50 co-insurance with a \$1500 maximum per insured lifetime.
- (ii) Present employees who are not covered under a similar dental plan in their spouse's name, and who do not elect to join the Plan at its inception, may be unable to enrol at a future time.
- (iii) All new employees hired after the inception of the Plan, unless they can show proof of coverage under another similar plan, will be required to enrol in this Dental Plan as a condition of employment.

(f) Extended Health Care

The Hospital agrees to contribute on behalf of eligible full-time employees, effective the first of the month following ninety (90) calendar days of employment, seventy-five percent (75%) of the billed premium under the standard Extended Health Care benefits with \$22.50 (single) and \$35.00 (family) deductible, subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include hearing aids (maximum \$700/person) per person every thirty-six (36) months; and vision care (maximum \$450 every 24 months). The Hospital shall cover the cost of eye examinations once every 24 months.

Existing provisions for private duty nursing services contained in the present extended health care plan will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

Above coverage shall include chiropractic, massage therapy and physiotherapy to a maximum of \$450 per insured person annually for each service.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$2000 annually.

- (g) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Green Shield Semi-Private Plan or comparable coverage with another carrier.

30.02 A part-time employee (including part-time and casual) shall receive in lieu of holiday pay and all benefit plans (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, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to seven percent (7%) of his/her regular straight time hourly rate for all straight time hours paid.

The Hospital will provide part-time employees with the option of voluntary participation in semi-private, extended health care, and dental benefits on the same basis as is provided to full-time employees, as long as the employee pays the employer the full amount of the monthly premiums in advance”.

30.03 Benefits on Early Retirement

The hospital will provide equivalent coverage to all full-time employees who have reached age 55-56, have not reached age 65 and retire early (including disability

retirements) and who are in receipt of the Pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The retiree pays the employer 100% of the billed premiums in advance.

The hospital will provide equivalent coverage to full time employees who reach age 57, have not yet reached age 65 and retire (including disability retirements) and who are in receipt of the 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 50% of the billed premiums.

ARTICLE 31 - PAY PERIODS

- 31.01 Employees shall be paid every two (2) weeks.
- 31.02 Each employee is required to provide the Hospital with the details of an existing account in which the net pay of the employee will be deposited.
- 31.03 During the life of this Agreement, rates of pay shall be per Schedule "A" and is part of the Agreement.
- 31.04
- (a) Registered Practical Nurses who have three (3) proven and documented years' experience in a hospital listed in the Canadian Hospital Directory shall, after the required probationary period, be paid at the next rate above the basic rate in the wage schedule except that a Registered Practical Nurse who has not worked in a hospital listed in the Canadian Hospital Directory for a period of one year or more within the last twenty (20) years shall not be entitled to this next rate above the basic rate as stipulated.
 - (b) The Employer shall have the discretion to determine the initial step level on the wage grid of the newly hired employees in all other disciplines, in consideration of and with third party verification of past related experience/hours. Such determination and adjustment shall occur prior to the employee commencing their first day of work.
- 31.05 Regular part-time and casual employees upon accumulating 1950 hours (1820 hours for office staff) in the same pay range will progress from starting salary to the applicable rate as shown under twelve (12) months service in Schedule "A". Upon accumulation of a further 1950 hours (1820 hours for office staff) in the same pay range, the employee will progress to the maximum rate as shown in Schedule "A".
- 31.06 Shortages in pay, due to Hospital processing errors, of one shift or more, shall be submitted for immediate payment if requested by the employee.
- 31.07 A Registered Practical Nurse is required to present to the Chief Nursing Executive, or her designate, before February 15th of each year, her current

Certificate of Competence. Failure to do so will result in the RPN's classification immediately being changed to Graduate Nurse, with an appropriate alteration in her rate of pay.

Failure to provide evidence within ninety (90) calendar days of the RPN having her classification changed will result in the RPN being deemed to be no longer qualified and the RPN will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

ARTICLE 32 - ORIENTATION

32.01 A newly hired employee will not be assigned to work in an area until she has been oriented to the Hospital according to the Hospital's orientation policy.

32.02 The Hospital is prepared to take into consideration, such policies as from time to time may be approved by the Chief Executive Officer, or designate, relative to continuing an employee on salary and paying reasonable travel and living expenses, or any variation thereof, during the period of her attendance on an authorized course.

Such approval will be given in writing prior to the commencement of the authorized course.

ARTICLE 33 – WORKPLACE SAFETY AND INSURANCE BENEFITS AND SICK LEAVE

33.01 A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB benefits if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payment will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 34 - TECHNOLOGICAL CHANGE

34.01 In the event that changes are required due to technological changes, the Hospital agrees to discuss the changes with the Local Union and advise employees in the department concerned before such changes are made. The Hospital will keep the

Local Union informed of the progress of any project involving technological change so that there will be as much advance notice available to the Union as it is reasonably practical to provide, and in no case less than three (3) months before implementation of the changes. Any jobs created by the technological change, which fall within the scope of the bargaining unit, will be posted for bidding among the employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological change on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

ARTICLE 35 - GENERAL

- 35.01 Each employee may request, from the Department Head, access to her personnel file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her Department Head. A copy of the evaluation will be provided to the employee upon her request.
- 35.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline-free for such eighteen (18) month period.
- 35.03 "Working days" under this Agreement shall be defined as Monday to Friday, excluding statutory holidays.
- 35.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun and vice-versa where the context so requires. Where the singular is used, it will be deemed to mean plural and vice-versa.
- 35.05 The Union and the Hospital agree to share the cost of printing this Agreement and the Hospital shall prepare the Agreement for signing within a six (6) week period following ratification.
- 35.06 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patients and staff. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- 1) Employees shall, subject to the following, be required to be vaccinated for influenza.
 - 2) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employees working hours. In

addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- 3) The Hospital recognizes that employees have the right to refuse any required vaccination.
- 4) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- 5) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- 6) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- 7) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- 8) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

35.07 Safety Shoe Allowance

All employees who are required by the Hospital to wear safety shoes shall be entitled to an annual safety shoe allowance as follows: \$130 per full-time employee and \$65 per part-time employee.

ARTICLE 36 - PRE-PAID LEAVE PLAN

36.01 Effective date of ratification, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to full-time and part-time employees having at least five (5) years continuous service wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e., the

salary deferral portion), stating the intended purpose of the leave. The Hospital will respond to this request within sixty (60) calendar days.

- (c) The number of employees that may be absent at any one time shall be determined by the Hospital. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the Hospital and the employee.
- (d) Written application will be reviewed by the Hospital. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the net level of priority on the basis of seniority. Approval of individual requests to participate in the plan shall rest solely with the Hospital.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee in accordance with the normal pay schedule or at the commencement of the leave.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of leave, seniority will be accumulated. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee, within a reasonable period of time. In case of the employee death, the funds will be paid to the employee's estate.

- (k) If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) the employee will be reinstated to her or his former position unless the position has become discontinued in which case the employee shall be given a comparable job.
- (m) Final approval for the entry in the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - 1) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - 2) The period of salary deferral and the period for which the leave is requested.
 - 3) 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 program will be appended to and form part of the written agreement.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

37.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act.

Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available as required at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

**WAGE SCHEDULE
SCHEDULE "A"**

		Current	APR 1/23	APR 1/24
			3.50%	3.00%
Lead Pharmacy Tech	Basic	\$ 36.18	\$39.06	\$40.23
	12 mths	\$ 36.75	\$39.67	\$40.86
	24 mths	\$ 37.31	\$40.28	\$41.49
Registered Practical Nurse, ER Paramedic, Operating Room Technician, Pharmacy Technician, Sterile Processing Tech., ORT/CSR RPN	Basic	\$ 32.87	\$35.49	\$36.55
	12 mths	\$ 33.13	\$35.76	\$36.83
	24 mths	\$ 33.32	\$35.97	\$37.05
Graduate RPN	Basic	\$ 25.77	\$26.67	\$27.47
	12 mths	\$ 26.09	\$27.00	\$27.81
	24 mths	\$ 26.30	\$27.22	\$28.04
Lab Assistant, OT/PT Assistant	Basic	\$ 28.27	\$29.26	\$30.14
	12 mths	\$ 28.49	\$29.49	\$30.38
	24 mths	\$ 28.72	\$29.72	\$30.61
Coder Technician, CIA	Basic	\$ 27.43	\$28.39	\$29.24
	12 mths	\$ 27.74	\$28.71	\$29.57
	24 mths	\$ 28.00	\$28.98	\$29.85
Hospice Worker, Personal Support Worker, Stabilization Support Worker	Basic	\$ 27.20	\$28.15	\$29.00
	12 mths	\$ 27.43	\$28.39	\$29.24
	24 mths	\$ 27.64	\$28.61	\$29.46
Clinical Information Tech	Basic	\$ 26.25	\$27.17	\$27.98
	12 mths	\$ 26.48	\$27.41	\$28.23
	24 mths	\$ 26.69	\$27.63	\$28.46
Storeskeeper/Purchasing Assist	Basic	\$ 25.64	\$26.54	\$27.33
	12 mths	\$ 25.91	\$26.81	\$27.62
	24 mths	\$ 26.15	\$27.07	\$27.88
X-Ray Assist, Office Clerk, Maintenance, CSR Clerk, Storeskeeper, Unit Ward Clerk, Clinical Information Clerk, O.R. Scheduling Tech., FHT Program Assist., Groundskeeper, Ambulatory Care Clerk	Basic	\$ 24.95	\$25.82	\$26.60
	12 mths	\$ 25.17	\$26.05	\$26.83
	24 mths	\$ 25.40	\$26.28	\$27.07
Cook, Janitor, Housekeeping Aide	Basic	\$ 22.49	\$23.28	\$23.97
	12 mths	\$ 22.73	\$23.53	\$24.23
	24 mths	\$ 22.96	\$23.76	\$24.47
Dietary Aide, Laundry Washer	Basic	\$ 22.09	\$22.87	\$23.55
	12 mths	\$ 22.34	\$23.12	\$23.81
	24 mths	\$ 22.61	\$23.40	\$24.10

Note: Hospice Worker, Personal Support Worker, Stabilization Support Worker "Current" wage band adjusted to reflect permanent change to government sponsored wage enhancement

LETTER OF UNDERSTANDING

BETWEEN

DRYDEN REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 521
(hereinafter referred to as the "Grievor")

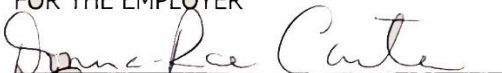
Re. New – Team Lead Premium

The parties agree to the following, on a **WITHOUT PREJUDICE** or **PRECEDENT** basis to any other matter between the parties. The Employer and the Union agree to the following:

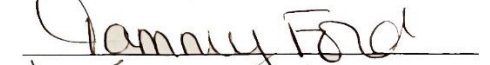
Whenever a member of the bargaining unit is assigned additional responsibility to direct, supervise or oversee work of other members, the employee shall be paid a premium of two dollars (\$2.00) per hour in addition to her or his regular salary.

Dated at Dryden, Ontario this __17__ day of ____October____ 2023.

FOR THE EMPLOYER




FOR THE UNION


SIGNED this 28th day of November, 2023, in Dryden, Ontario

FOR THE EMPLOYER

Donna Lee Carter

[Signature]

Myallyn

Don Moore

[Signature]

FOR THE UNION

[Signature]

Laura Moore

Warren

Lanny Ford

Clifford

[Signature]