

COLLECTIVE AGREEMENT

BETWEEN



ARAMARK CANADA LIMITED at



(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)

AND



CANADIAN UNION OF PUBLIC EMPLOYEES

(HEREINAFTER REFERRED TO AS THE “UNION”)

Expires December 5, 2006

TABLE OF CONTENT

	Page #
ARTICLE 1 – OBJECTS OF THIS AGREEMENT	1
ARTICLE 2 – BARGAINING UNIT	2
ARTICLE 3 – RELATIONSHIP	4
ARTICLE 4 – UNION REPRESENTATION.....	5
ARTICLE 5 – MANAGEMENT FUNCTION	6
ARTICLE 6 – NO STRIKE OR LOCKOUTS.....	7
ARTICLE 7 – EMPLOYMENT STATUS DEFINITIONS.....	8
ARTICLE 8 – GRIEVANCE PROCEDURE.....	9
ARTICLE 9 – ARBITRATION PROCEDURE.....	12
ARTICLE 10 – SENIORITY	13
ARTICLE 11 – VACANCY, LAYOFF AND RECALL.....	15
ARTICLE 12 – HOURS OF WORK.....	18
ARTICLE 13 – VACATIONS WITH PAY	21
ARTICLE 14 – STATUTORY HOLIDAYS	24
ARTICLE 15 – HEALTH AND WELFARE.....	26
ARTICLE 16 – SICK LEAVE	29
ARTICLE 17 – BEREAVEMENT LEAVE	31
ARTICLE 18 – UNION LEAVE	32
ARTICLE 19 – PREGNANCY/PARENTAL/ADOPTION LEAVE	33
ARTICLE 20 – JURY DUTY	34
ARTICLE 21 – PERSONAL LEAVE.....	35
ARTICLE 22 – SAFETY	36
ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE	38
ARTICLE 24 – TECHNOLOGICAL CHANGES.....	39
ARTICLE 25 – GENERAL.....	40
ARTICLE 26 – WAGE RATES AND CLASSIFICATIONS	41
ARTICLE 27 – DURATION	42
APPENDIX A – WAGE RATES AND CLASSIFICATIONS.....	43
APPENDIX B – TRANSFER OF SENIORITY AND SERVICE.....	44

ARTICLE 1 – OBJECTS OF THIS AGREEMENT

1.01 Preamble

The general purpose of this Agreement is to establish and maintain effective Collective Bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is the mutual intention of the parties that the employees work efficiently together with the Employer to secure the best possible service to the Employer's client.

1.02 Feminine/Masculine Pronouns

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

1.03 Definitions

In this Collective Agreement:

- a) "Union" means the Canadian Union of Public Employees and its Local 4000.
- b) "Employer" means ARAMARK Canada Facilities Services Ltd.

ARTICLE 2 – BARGAINING UNIT

2.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer engaged in cleaning services at the General, Riverside and ORCC/Civic campuses of the Ottawa Hospital, save and except supervisors and persons above the rank of supervisor and office, clerical and sales staff.

2.02 Work of the Bargaining Unit

Persons not covered by terms of the Agreement will not normally perform work assigned to those employees who are covered by the Agreement except for the purposes of instruction, or in emergencies or when employees are not readily available.

2.03 No Other Agreements

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

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

2.04 Union Membership

Subject to the *Ontario Labour Relations Act* RSO 2000, bargaining unit employees shall, as a condition of employment, become and remain members of the Union.

2.05 Employee Interview

A Union steward or designate will have the opportunity to meet probationary employees for a period of up to 15 minutes during the employees' orientation period. The purpose of the meeting will be to acquaint the employee with such representative of the Union and to provide the new employee with documentation concerning the Union and its role.

2.06 Glass Enclosed Bulletin Boards

The Union will be entitled to glass enclosed bulletin boards with lock and key at its own expense for the exclusive use of the Union in the housekeeping department at the General, Riverside and ORCC/Civic campuses. The Employer has the right to have the Union remove materials offensive to the Employer or its clients.

2.07 Correspondence

Where the Collective Agreement requires the Employer to forward correspondence to the Local Union it shall be sent to the Local Union office. The Local Union will promptly advise the Employer of any change of address.

2.08 Employer Policies

The Employer shall provide the Union with a copy of policies governing the workplace.

2.09 Printing of Agreement

The Employer and the Union will share equally the costs, up to \$500, associated with the printing of the Collective Agreement. Where possible, the Collective Agreement shall be printed in the printing department of the Hospital, and where not possible in a unionized printing shop. The Union and Employer logos will appear on the cover page in equal size and dimension. The Union will be responsible for arranging for the translation of the Collective Agreement into French and shall submit a copy of the proposed translation to the Employer within eight (8) weeks of the signing of the Collective Agreement for the Employer's review. The total number of copies printed shall be 350. The bilingual Collective Agreement shall be printed in a pocket size booklet form. The Union shall be responsible for providing one copy of the Collective Agreement to each bargaining unit member. The Employer shall be responsible for distributing its copies of the Collective Agreement to managers and supervisors.

The Collective Agreement shall be signed by the parties no later than sixty (60) days following the date of ratification or award subject to the resolution of any disputes pertaining to its implementation.

2.10 Legal Version

The English version of this Agreement shall be considered the official text.

2.11 Access to Personnel Files

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any documentation contained therein. Any employee has the right to obtain copies of any documentation in this file.

2.12 Formal reference to discipline will be removed from the employee's file after fifteen (15) months provided there has been no occurrence of an infraction requiring disciplinary action within that period.

ARTICLE 3 – RELATIONSHIP

- 3.01 The Employer and the Union agree that no employees shall in any manner be discriminated against because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability as outlined in the applicable Human Rights legislation as amended from time to time or be coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 3.02 The Union agrees that it, its officers, agents, representatives and members will not engage in Union business on Employer time except as authorized by this Agreement or as mutually agreed to by the parties.
- 3.03 All present employees and all new employees in the bargaining unit hired after the date hereof shall have, as a condition of employment, the Employer deduct from each pay an amount equivalent to the regular Union dues and assessments uniformly levied against the members of the Local and to remit same prior to the 15th of the following month to the Treasurer of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees who shall become members of the Union, and the sums so deducted from non-members of the Union shall be treated as their contribution toward the expenses of maintaining the Union.

Payment to the Union shall be accompanied by a hard copy statement listing the employee's name, SIN number, hourly wage rate, hours worked during the pay period, status (i.e. full-time, regular part-time), the amount deducted for Union dues or assessments for each employee, and the pay period for which the dues have been deducted.

Notice of change in the amount of Union dues or assessments will be provided in writing by the Union to the Operations Manager at least 30 days prior to the commencement of the pay period in which the new rate is to be implemented.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment that shall have been furnished to the Employer under any of such provisions.

- 3.04 The Union undertakes and agrees:
- (a) To refund to the Employer monies paid in error to the Union pursuant to Article 3.03.
 - (b) That the Employer shall not be liable to the Union for any dues inadvertently not deducted. Notwithstanding the foregoing where the Employer has failed to make proper dues deductions, the Employer will deduct such dues in arrears from the earnings of such employee and remit the dues so deducted to the properly authorized officer of the Union.

ARTICLE 4 – UNION REPRESENTATION

4.01 Union Stewards

The Employer agrees to recognize Union Stewards to be elected or appointed by the Union for the purpose of dealing with Union business as provided under this Collective Agreement.

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

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

4.02 Notification to Employer

The Union shall notify the Employer in writing of the names of the officers and chief steward of the Local Union and the names of the stewards for each department and of any changes that may occur therein from time to time. The Employer shall not be required to recognize a Union officer or steward until his name has been certified to the Employer in writing by the Union.

4.03 If an authorized Union representative who is not employed by the Employer wants to speak to a local bargaining unit representative at the Ottawa Hospital during working hours about a grievance or other official Union business relating to this Agreement, he shall first obtain the permission of the Employer.

4.04 The Employer shall recognize and liberate from normal duties three (3) regular stewards to be selected by the Union to be present at meetings with the Employer for the purpose of negotiating the renewal of the Collective Agreement.

The Employer accepts to liberate the above-designated individuals, without loss of pay for a maximum of twenty-one (21) days (e.g. seven (7) days each for three (3) employees, for collective bargaining). The Union agrees to reimburse the Employer for the gross wages including benefit charges and Employer costs of the liberated employee for any time absence in excess of the above-mentioned days.

4.05 Committees

- (a) The Employer agrees to recognize Union representatives as appointed by the Union.
- (b) The Union will notify the Employer in writing of the names of its representatives and will notify the Employer in writing of any changes.

ARTICLE 5 – MANAGEMENT FUNCTION

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, transfer, promote, demote and layoff employees and also to discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

The exercise of these rights will not be used to conflict with the terms of the Agreement.

5.02 The Union further recognizes the right of the Employer to operate and manage its operations in all aspects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees. Employees and the Union shall be given reasonable notice prior to any change in the rules and regulations, which notice shall be 30 days unless conditions out of the control of the Employer prohibit such a notice. The Employer shall send to the Union a copy of all amendments to the rules and regulations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

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

ARTICLE 7 – EMPLOYMENT STATUS DEFINITIONS

7.01 A regular full-time employee is defined as holding a regular work schedule of seventy-five (75) hours per pay period, divided into ten (10) days of seven and one half (7 ½) hours, excluding a ½ hour unpaid meal period.

This meal period shall be an uninterrupted period except in case of emergency.

7.02 A regular part-time employee is defined as holding a regular work schedule of up to sixty (60) hours per pay period.

7.03 A casual employee is defined as an employee who is not regularly scheduled to work a specific number of hours bi-weekly. A casual employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

7.04 Rest Periods

The Employer will schedule one fifteen (15) minute paid rest period during each period of three and three-quarter (3 ¾) hours of work.

7.05 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours in duration, the Employer will schedule a rest period of fifteen (15) minutes in duration.

7.06 All employees will notify the manager or designate in writing of changes in name, address, telephone number, next of kin, marital status or any change in the number of dependants.

7.07 Pay Day

The Employer shall pay all bargaining unit employees by direct bank deposit to the banking institution of the employee's choice according to the current practice every alternate Wednesday for all monies owing to them arising from their employment for the fourteen (14) calendar day period ending at midnight on the previous Wednesday.

7.08 T4 Slips

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

7.09 Pay Stubs

No later than payday, the Employer shall issue to each bargaining unit employee a pay stub with a detailed description of all monies paid and deductions.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right to have his/her steward present.
- 8.03 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that has been unjustly disciplined, suspended or terminated shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step 2 within seven (7) calendar days after the date of discipline, suspension or discharge is effected.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing.

8.04 Grievance Committee

The Employer will recognize a Grievance Committee composed of the Chief Steward or designate and not more than two (2) bargaining unit representatives selected by the Union. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

A bargaining unit employee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer. It is understood that the Employer shall not be required to pay for more than two (2) bargaining unit employees to attend a meeting at a given time.

- 8.05 Step 1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be submitted in writing and discussed with his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The supervisor will deliver his decision within seven (7) calendar days following the day on which the complaint was presented to him. Failing settlement, it shall then be taken up as a grievance within seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence.
- Step 2 The employee who may be accompanied by his/her steward may submit a written grievance signed by the employee to his manager or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement, which are alleged to be violated. The Site Manager or designate will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:
- Step 3 Within seven (7) calendar days following the decision in Step 2, the grievance may be submitted in writing to the District Manager or designate. A meeting will then be held between the District Manager or designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step 3 unless extended by Agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.
- 8.06 A grievance arising directly between the Employer and the Union shall be originated at Step 2 within seven (7) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee whom such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.07 Where two or more employees have identical grievances and each employee would be entitled to grieve separately, the Union may present a group grievance in writing on their behalf identifying each employee who is grieving to the Site Manager or designate within seven (7) 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 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 8.08 The parties agree to follow each of the foregoing steps in the processing of the grievance; if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits therein set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, the parties agree that the time limits may be extended by mutual consent in writing.
- 8.09 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01 Failing settlement under the foregoing procedure of any grievance, such grievance may be submitted to arbitration. When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.05 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.06 Whenever “Arbitration Board” is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 – SENIORITY

10.01 Seniority shall be determined by an employee's length of continuous service within the bargaining unit, calculated according to hours worked with the Employer at the Ottawa Hospital. One thousand nine hundred and fifty (1,950) hours equalling one (1) year of seniority. New employees shall be considered as probationary, without seniority, during the first four hundred and fifty (450) hours of work and thereafter shall assume full seniority dating from the time they were employed. Probationary employees may be dismissed for reasons less serious than those that would justify dismissal of a non-probationary employee. The standard to be applied shall be that the reasons for dismissal shall not be inconsistent with the *Ontario Human Rights Code*.

Notwithstanding the above, an employee cannot accrue more than 1,950 hours seniority in a calendar year.

With the written consent of the Employer, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

10.02 An employee shall cease to have seniority rights and his employee's status with the Employer shall be terminated for all purposes if he:

- (a) Voluntarily leaves the Employer;
- (b) Is justifiably discharged subject to the grievance procedure;
- (c) Is laid off by the Employer for a period exceeding eighteen (18) consecutive months;
- (d) Fails to signify intention to return to work within four (4) days of the Employer's notice of recall being sent by registered mail to the employee's last known address according to the records of the Employer, and failure in fact to return to work within a further three (3) days. An employee who so fails shall forfeit his claim to re-employment;
- (e) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than for which the leave of absence was granted;
- (f) Is retired;
- (g) Is promoted or transferred to a position outside the bargaining unit.

- 10.03 Seniority shall be accumulated for the purposes of layoff, recall and transfer only, when an employee is absent from work under the following circumstances:
- (a) Annual vacation/statutory holidays;
 - (b) Personal illness for a period not to exceed twenty-four (24) months;
 - (c) When in receipt of Workplace Safety and Insurance Board (WSIB) for a period not to exceed twenty-four (24) months;
 - (d) When on an authorized leave of absence for a period not to exceed twenty four (24) months.
- 10.04 The Employer shall provide the Union, within thirty (30) days of the signing of this Agreement, with a list in order of seniority of all employees covered by this Agreement. This list should include the name of each employee and his or her date of hiring status (full-time, regular part-time) and accumulated seniority. The Employer will provide an updated list for each four (4) week period.
- 10.05 Employees will be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority.
- 10.06 Regular part-time and casual employees shall accumulate service for the purpose of progression on the wage grid on the basis of one (1) year for each 1,725 hours worked.

Notwithstanding the above, employees hired prior to March 31, 1999, will be credited with the service they held for the purpose of progression on the wage grid under their previous Collective Agreement or working conditions, and will thereafter accumulate service in accordance with this Article.

ARTICLE 11 – VACANCY, LAYOFF AND RECALL

11.01 (a) When a vacancy for a position within the bargaining unit occurs, the Employer will post notice of the opening for a period of seven (7) days and consider applicants from within the bargaining unit who have applied in writing before considering applicants from outside the bargaining unit. The Employer may temporarily fill such positions until a replacement has been appointed.

(b) Postings for new positions or vacancies shall contain the following: title of position, qualifications and/or normal requirements of the position, skills, wage rate, shift, status (PT or FT), campus and whether shift work could be involved.

For informational purposes only, and subject to change by the Employer, the job circuit.

(c) When a position becomes open as a result of a maternity leave or other authorized long-term leave with an expected duration of more than twelve (12) weeks, such position shall be posted as above. Should such position be filled by an employee from within the bargaining unit, that employee shall be returned to their former position at the expiry of said leave.

(d) The successful applicant for a job posting shall be allowed a trial period of ten (10) days during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or in the event of unsatisfactory performance be returned by the Employer to the position formerly occupied. In such cases, the next most senior of the original applicants that satisfy the criteria shall be appointed.

(e) Vacancies, new positions, temporary vacancies of a duration of twelve (12) weeks or more and successful applicants will be posted on bulletin boards located in the housekeeping department at the General, Riverside and OCRR/Civic campuses for a period of seven (7) calendar days.

(f) For the purpose of this Article, vacancy does not include temporary positions made available as a result of employees absent from work due to sickness, annual vacation or other absences of twelve (12) weeks or less in duration.

(g) For vacancies greater than five (5) consecutive work days and not more than twelve (12) weeks in duration, part-time employees may be released from their regular assignment to fill positions vacated for a period of no less than six (6) consecutive days and no more than twelve (12) weeks in duration.

The reassignment will be offered according to seniority amongst those part-time employees of the campus concerned (Riverside/General/ORCC/Civic) capable of accomplishing the work available.

The reassignment will begin with the schedule posted in accordance with Article 12.07.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

11.02 A copy of the work routines shall be made available to the Union and affected employees upon request. When a route is modified or a new route created, a copy of the work routine shall be forwarded to the Union and the affected employee(s).

11.03 In case of layoff, recall, promotion (except to positions outside the bargaining unit), transfer and demotion, seniority shall be the deciding factor where qualifications, ability, suitability and experience are equal.

Seniority will be as per the current seniority list posted in accordance with Article 10.04.

11.04 Before considering applicants from outside the bargaining unit and subject to Article 11.01 (f) employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

11.05 An employee who is to be laid off will be entitled to a notice to this effect in accordance with the provisions of the *Employment Standards Act*. A list of employees affected shall be forwarded to the Union.

11.06 Laid off employees recalled to temporary assignments do not benefit by an equivalent extension of the delay provided under Article 10.02 (c).

11.07 An employee in receipt of notice of layoff pursuant to Article 11.05 may:

- (a) Accept the layoff; or
- (b) Displace another employee who has lesser bargaining unit seniority.

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

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 7.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (b) above.

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

ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

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

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

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

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

ARTICLE 12 – HOURS OF WORK

- 12.01 “Work schedule” is a written statement setting forth days and hours upon which the employees are required to work, and the days upon which employees have not been scheduled to work.

Unless otherwise agreed between the parties there will be no split shifts.

There will be no rotating shifts between days, evenings, nights in any regular full-time position.

In the event the Employer requires that the master schedule be modified such that the majority of the employees are directly affected, a notice of thirty (30) calendar days shall be given and the Union will be invited to provide input with respect to the implementation of the schedule.

- 12.02 Overtime at the rate of time and one-half (1 ½) the employee’s individual hourly rate will be paid for all work performed in excess of seven and a half (7.5) hours per day or seventy-five (75) hours biweekly.

- 12.03 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

- 12.04 The Employer shall have the right to schedule overtime when in its discretion it is required. In the case of any individual employee, the Employer will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons.

- 12.05 Overtime shall be offered in accordance with seniority within the campus (Riverside/General) amongst the employees who are available on site and, are qualified and able to perform the work to be done. In the event no one volunteers to accept the offered overtime, it will be assigned to the least senior employee of the classification on site qualified and able to perform the work to be done. In the event there is no one on site available to be assigned, it will be offered to the off site employees who have registered in the Employer’s log and, are qualified and able to perform the work to be done.

The Employer shall give notice of overtime work as far in advance as practicable.

- 12.06 When a full-time or permanent part-time employee reports for work on a regular scheduled working day and upon his arrival at the Hospital finds no work is available for him, unless he has been notified two (2) hours prior to the start of the shift not to report, he shall be paid for four (4) hours at his regular hourly rate.

If the employee is offered other work for which he/she is physically fit, and the employee refuses such work, he/she shall not be eligible to receive the four (4) hours reporting pay provided for above.

The provisions of this Section shall not apply if the failure of the Employer to provide work is due

to fire, flood, power failure, labour dispute or other interference with Employer operations beyond the reasonable control of the Employer or where an employee has been sent off duty by the Employer for reasons of illness or WSIB accident.

- 12.07
- (a) Work schedules will be posted seven (7) days in advance.
 - (b) The Employer will endeavour to provide advance notice of any change to the shift scheduling at least forty-eight (48) hours prior to the commencement of the change.
 - (c) When the shift scheduling is changed without forty-eight (48) hours' notice, the employee shall be paid at time and one-half (1 ½) his hourly rate for those hours worked on the first shift of the revised schedule unless the change in shift was beyond the reasonable control of the Employer.
 - (d) Relief assignments for part-time and casual employees will be made based on the seniority of the employees as of the pay period preceding the posting of the schedule in accordance with Article 12.07 a).
 - (e) Two weeks in advance of the posting of the work schedule, casual and part-time employees shall declare their availability in accordance with the policy of the Employer.
 - (f) It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments, compensating leave, and premiums.

12.08 Permanent part-time and casual employees who agree to work immediately before or beyond scheduled hours of work will do so at their regular rate of pay unless overtime and/or premium rate apply.

12.09 In the event of a shift change, for full-time and regular part-time employees, a minimum period of twelve (12) hours shall elapse between the end and the resumption of work. Failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of twelve (12) hours.

This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with Article 12.07 (d), or additional hours in conjunction with his prescheduled shift.

12.10 Shift Premium and Weekend Premium (Effective September 29, 2005)

Employees shall be paid a shift premium of eighty (\$0.80) cents per hour for all hours worked where the majority of hours fall between 1500 and 0700 hours.

Employees shall be paid a weekend premium of seventy (\$0.70) cents per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

12.11 Call-Back (Effective September 18, 2006)

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the overtime rate.

12.12 Standby (Effective September 18, 2006)

Effective September 18, 2006, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars (\$3.00) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 12.11 above and works during the period of standby.

ARTICLE 13 – VACATIONS WITH PAY

13.01 Vacation Year (Effective September 18, 2006)

For the purpose of vacation entitlement, calculation of payment and scheduling of vacations, the vacation year shall be the period beginning January 1st and ending December 31st.

13.02 Vacation Entitlement (Effective September 18, 2006)

Employees are eligible to begin using their vacation entitlement for the vacation year on January 1st of each year. However, the right to the vacation does not vest in the employee until he/she has completed the required period of service.

Where a full-time or regular part-time employee's entitlement changes in accordance with the provisions of this Article, vacation credits will be adjusted in the month in which the required number of years of service is attained.

13.03 (The following clause is applicable to full-time employees only) (Effective September 18, 2006)

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation with pay pro-rated to his accumulated service in the vacation year.

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

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

An employee who has completed five (5) years but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks' annual vacation pay.

An employee who has completed thirteen (13) years but less than twenty-two (22) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

13.04 Part-time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to regular part-time and casual employees)
(Effective September 18, 2006)

An employee who has accumulated less than 3,450 working hours shall be entitled to vacation pay in the amount of 4% of his/her gross earnings.

An employee who has accumulated 3,450 working hours but less than 8,625 working hours shall be entitled to vacation pay in the amount of 6% of his/her gross earnings.

An employee who has accumulated 8,625 working hours but less than 22,425 working hours shall be entitled to vacation pay in the amount of 8% of his/her gross earnings.

An employee who has accumulated 22,425 working hours but less than 37,950 working hours shall be entitled to vacation pay in the amount of 10% of his/her gross earnings.

A regular part-time employee shall be entitled to the equivalent time off with pay pro-rated to his/her hours worked. He shall be paid vacation pay at the rate he/she is earning at the time he/she takes his/her vacation pro-rated to the number of daily hours he/she regularly works.

Casual employees shall be paid their vacation pay on each biweekly pay.

13.05 Work During Vacation (Effective September 18, 2006)

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

13.06 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 17.

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

13.07 Progression on Vacation Schedule (Effective September 18, 2006)

Part-time employees, including casual employees, shall be credited with service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1,725 hours worked, effective the date of the Award. Service prior to the date of the Award shall be credited as set out in Appendix B.

- 13.08 (a) The vacation list shall be prepared and posted on March 1st each year. Employees must indicate their vacation preference on the list before April 15 of each year. Employees who do not indicate a vacation preference before April 15 will have their vacation period assigned. In the event of a dispute concerning vacation allotment, preference will be given to the most senior employee. Vacation will be scheduled at a mutually agreeable time.
- (b) All vacation allotment is subject to the efficient performance of the Employer's responsibilities at the Hospital. Vacation schedules will be approved and posted by April 30th each year.
- (c) In order to ensure that all employees have an opportunity to take vacation during the period of June 1st to September 30th, the Employer will not schedule more than two (2) weeks per employee. Employees will be permitted to request additional vacation weeks during this period. These weeks will be granted in order of seniority only after all employees' requests for two (2) weeks vacation during this period have been scheduled.
- 13.09 In the event that an employee is absent due to a serious illness which commenced prior to and continues into the scheduled vacation period, or requires emergency hospitalization while on vacation, he shall be deemed to be on sick leave during his vacation period provided proof of illness and the hospitalization is submitted in such circumstances and the Employer is notified of the hospitalization as soon as possible. Vacation days so displaced will be rescheduled by the Employer taking into consideration the employee's preferences.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 The twelve (12) paid holidays are as set out below:

New Years Day
Heritage Day (2nd Monday in February)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Remembrance Day
Thanksgiving Day
Christmas Day
Boxing Day

Full-time and regular part-time employees who so request, shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday. Requests for time off under this provision must be submitted at least two (2) weeks prior to posting of the schedule. Preference for either of the periods of time off work will be on the basis of seniority and shall be given priority over requests for vacation or leave of absence for the same period. The schedule incorporating the Christmas Day/New Year's Day period shall be posted no later than December 1st.

14.02 Holiday Pay – Regular Part-Time

Notwithstanding any provision to the contrary, a regular part-time employee described in Article 7.02 shall enjoy entitlements under Article 14.01, 14.02 and 14.03 as herein amended for as long as they maintain their permanent status in their current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.

A regular part-time employee described in Article 7.02 who qualifies under 14.02 will receive payment as follows:

- (a) If the employee works on the holiday – payment per 14.03;
- (b) If the employee is regularly scheduled to work on the holiday but does not work – his regular working hours for the day;
- (c) If the employee is not regularly scheduled to work on the holiday and does not work – a prorate of regular full-time hours.

14.03 Definition of Holiday Pay and Qualifiers

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to reasonable cause.

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which he would otherwise be entitled unless such absence was due to reasonable cause.

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

- 14.04 If a full-time employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one half ($1\frac{1}{2}$) her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

A lieu day with pay will be taken at a time mutually agreed upon between the employee and the Employer. The employee's request to take a lieu day off with pay on a day of his choice shall not be unreasonably denied. Lieu days off with pay not taken prior to the end of the calendar year in which the statutory holiday occurred will be paid by the Employer to the employee on the last pay day prior to December 31.

- 14.05 An employee on vacation or on a regular scheduled day off when a holiday is observed will receive a substitute day off with pay to be scheduled according to Article 14.03 or, holiday pay in lieu of the day off.

- 14.06 When the majority of a shift occurs between 00:01 and 23:59 on the statutory holiday all hours worked that shift will be paid at time and a half ($1\frac{1}{2}$) the regular rate.

- 14.07 Notwithstanding Article 14.02, part-time employees that are eligible for statutory holiday pay will receive their regular wages, including vacation pay, earned in the four (4) week period ending just before the workweek with the statutory holiday, divided by twenty (20).

ARTICLE 15 – HEALTH AND WELFARE

15.01 Insured Benefits

(Except where otherwise provided, this clause is applicable to full-time employees only)
(Effective September 18, 2006)

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

(a) Semi-Private

The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

(b) Extended Health Care

The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below), or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions.

The Benefits Plan coverage includes:

- Vision Care – maximum of \$200.00 every twenty-four (24) months plus bi-annual optometry exams;
- Hearing Aide – acquisition every thirty-six (36) months;
- Private Duty Nursing – not to exceed ninety (90) eight-hour shifts to a maximum of \$20,000;
- Drug Formulary 2
- Dispensing Fee Cap – at the current rate as that changes from time to time (The Employer will continue to provide a preferred provider network which will not charge in excess of this rate.);
- Orthopaedic Shoes – 2 pairs per employee per year to a maximum of \$225 per year;
- Coverage for prosthetic appliances and durable medical equipment (no change to current coverage);
- Out of Country (no change to current coverage).

(c) Life Insurance

The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under HOOGLIP, in effect as of September 28,

1993, or an equivalent plan.

(d) Dental Plan

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan, in effect as of September 28, 1993, or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time), providing the balance of the monthly premiums are paid by the employee through payroll deduction.

(e) Copy of Master Policies

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

Change of Carrier

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

15.02 Pension (Effective September 18, 2006)

The Employer agrees to pay the applicable premiums as required by the pension plan (HOOPP).

15.03 Part-Time Employees (Effective September 18, 2006)

A part-time employee, including a casual employee, and a temporary employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 10% of his/her regular straight time hourly rate for all straight time hours paid.

Effective September 29, 2006, this provision will be amended to provide an amount of 14% of his/her regular straight time hourly rate for all straight time hours paid.

15.04 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following

the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave Plan

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

[Applicable date of award throughout] (Effective September 18, 2006)

- (a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) – Hospitals of Ontario Disability Income Plan Brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August 1992 booklet (Part B)), the employee paying the balance of the billed premium billed through payroll deduction. For the purpose of transfer to the short and long-term portion of the disability program, employees will be credited with their service as of June 1, 2001.

- (b) There shall be no pay deduction from the employee's regular scheduled shifts when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (c) The Employer 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.
- (d) Any dispute that may arise concerning an employee's entitlement to any benefits referred to in Article 16.01, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- (e) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (f) The Employer shall pay the full costs of any medical certificate required of an employee.
- (g) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

- 16.02 Sick leave credits may be applied only to absence due to sickness, which is not work-related. Sickness includes accidents.

- 16.03 (a) To be entitled to this remuneration, the employee working the day shift must inform the Employer of his illness at least one (1) hour prior to the beginning of his regular shift, absolute incapacity excepted, and upon his return to work, he must report to his supervisor. An employee working on an evening or night shift must give the Employer two (2) hours notice in order to allow the Employer adequate time to arrange for a replacement. The Employer shall be entitled to request a certificate from the employee's consulting doctor, after three (3) days absence for illness.
- (b) An employee who is sent home by the Employer and the Health Office due to illness shall be paid sick leave provided that he has sick leave entitlement to his credit.
- 16.04 The Employer reserves the right to require satisfactory proof of illness from the employee's consulting doctor for those employees exhibiting a clear pattern of habitual sick leave usage.
- 16.05 If an employee is injured on the job and his supervisor excuses him from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.
- 16.06 The Employer reserves the right to require a medical certificate attesting to the illness of the employee at any time during the illness, if the Employer has reasonable doubt the sickness is bona fide, or when there is a great deal of absenteeism.
- 16.07 Sick leave is defined as a period of time that an employee is absent from work owing to a state of incapacity, resulting from an illness, including an accident, that requires medical attention, and which renders the employee incapable of performing his or her normal duties or any other work that the Employer may provide.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.01 (a) Once the probationary period is completed, the regular employee is entitled to bereavement leave. Up to five (5) consecutive days shall be granted in the event of a death of a spouse or child including a child for whom the employee is the legal guardian and three (3) consecutive days in the event of a death in the immediate family. Immediate family is defined as father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepparent or step child.
- (b) For the purpose of this Article, spouse means in relation to another person; a person who at the relevant time was married to that other person, or a person who was living and co-habiting with that other person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender and who had been living and co-habiting in that relationship for a period of at least one (1) year immediately preceding the relevant time.
- 17.02 One (1) day with pay shall be granted in the event of death of an aunt, uncle, grandparent or grandchild.
- 17.03 An employee may reserve one of the days specified above for future use, to attend the memorial service of the deceased, if that service is scheduled for a later date.
- 17.04 Pay will only be for those days for which the employee was scheduled to work and shall begin with the date of the death.
- 17.05 Upon request, the Employer may grant additional unpaid leave of up to two (2) days for employees required to travel to attend the funeral.
- 17.06 The term "in law" describes a relationship characterized by no more than one blood tie and one marriage tie between the employee and the deceased family member. Where this is not the case, the employee may request an unpaid bereavement leave, which shall not be unreasonably denied.

ARTICLE 18 – UNION LEAVE

18.01 Full-Time Position with the Union

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee elected or appointed with CUPE, its affiliates, for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union. Only one (1) employee in a twenty-four (24) month period may be permitted this leave of absence without pay.

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

The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former or to a substantially similar position as held before the leave began and at the appropriate rate of pay subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis for the duration of the leave in accordance with Article 11.

18.02 Unpaid leaves of absence of not more than sixty (60) calendar days may be granted for two (2) employees annually but not simultaneously to attend Union conventions, seminars, education classes, meetings or conferences provided that two (2) weeks' notice has been given to the Employer and that the leave does not disrupt the efficiency of the operation. Such leave will not be unreasonably withheld.

The Employer accepts to liberate the above designated individuals, without loss of pay for the designated period and the Union agrees to reimburse the Employer for the gross wages including benefit charges and Employer costs of the liberated employee within thirty (30) days.

ARTICLE 19 – PREGNANCY/PARENTAL/ADOPTION LEAVE

- 19.01 Pregnant employees have the right to take pregnancy leave of up to seventeen (17) weeks.
- 19.02 Employees have the right to take parental leave of up to thirty-seven (37) weeks.
- 19.03 Pregnant employees who took pregnancy leave are entitled to up to thirty-five (35) weeks of parental leave.
- 19.04 Employees are entitled to pregnancy and parental leave regardless of the type of employment relationship they have – full-time, part-time or casual.
- 19.05 To qualify, an employee must have been hired at least thirteen (13) weeks before the leave begins.
- 19.06 An employee must give the Employer at least two (2) weeks' written notice before beginning a pregnancy and/or parental leave.
- 19.07 If the Employer requests it, an employee has to provide a medical certificate supporting her inability to work and stating the baby's due date.
- 19.08 If an employee does not specify a return date, the Employer is to assume that the employee will take the full duration of the leave.
- An employee may want to return to work earlier/later than the date scheduled to return. If so, the employee must give the Employer at least four (4) weeks' written notice.
- 19.09 Employees on pregnancy or parental leave have a right to continue to take part in certain benefit plans offered by the Employer.
- The benefit program remains in effect during the leave, unless the employee requests to be exempted. The plan and the current cost-share will remain in effect.
- 19.10 Upon return, an employee who took pregnancy or parental leave shall be reinstated to their former or to a substantially similar position as that held before the leave began.

ARTICLE 20 – JURY DUTY

20.01 Jury and Witness Duty

If a regular employee is required to serve as a juror, or is required to attend as a witness in a court proceeding, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall be relieved of his duties without loss of pay for such time as it may be required provided that the employee:

- a) Notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- b) Presents proof of service requiring the employee's attendance;
- c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regular day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

ARTICLE 21 – PERSONAL LEAVE

- 21.01 It is agreed that an employee may be granted a leave of absence without pay for personal reasons. Such requests shall be made as far in advance as possible, but no less than two (2) weeks in advance of the leave except in the cases of an emergency. The Employer shall reply in writing within one (1) week of the request.
- 21.02 The Employer may approve an exchange of shifts within a pay period provided the employees requesting the exchange are qualified and able to perform the work to be done and have submitted a written co-signed request three (3) days in advance. Exchange of shifts shall not result in overtime payments.

Shift exchanges are within the same site (Riverside/General).

ARTICLE 22 – SAFETY

22.01 The Employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such devices or personal protective equipment as the Employer requires be worn, and other equipment that in the opinion of the Employer is necessary for the safety and protection of the employees shall be provided by the Employer.

22.02 Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept, as members of its Joint Occupational Health & Safety Committee, representatives selected or appointed by the Union.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer and the Union agree to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held quarterly or more frequently as required at the call of the chair. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Time off for such representative(s) to attend meetings of the Joint Occupational Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B or other infectious diseases for which the Hospital provides vaccinations to Hospital staff, ARAMARK will provide vaccinations to prevent such diseases.
- (i) The Employer accepts that one CUPE member on the Joint Occupational Health & Safety Committee will be trained as a certified worker under the *Occupational Health and Safety Act* to ensure that each campus has minimally one certified worker. Any costs associated with the training of a certified worker will be paid by the Employer, or as may be prescribed pursuant to the *Occupational Health and Safety Act*.

22.03 Worker's Compensation

The Employer agrees to provide the employee and the Union Health and Safety representative with a copy of Workplace Safety and Insurance Board Form 7 at the same time it is sent to the WSIB.

22.04 Modified Work

When it is medically determined that an employee is unable to return to the full duties of his or her position, the Employer will meet with a representative of the Local Union, together with the employee, to discuss the circumstances surrounding that employee's return to suitable work.

ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE

23.01 Where either party has matters of concern and interest which could be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply:

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

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. It is understood that the Employer will not pay more than three (3) bargaining unit employees to attend such meetings.

ARTICLE 24 – TECHNOLOGICAL CHANGES

- 24.01 The Employer will inform the Union of technological changes that will substantially modify the status of employees of the bargaining unit.
- 24.02 The Employer will discuss with the Union the effects of technical changes on the status of employees, and will examine the ways they can minimize negative effects, if any.
- 24.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce that will significantly change the status of employees within the bargaining unit.

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

Where, due to a technological change, new or greater skills are required than are already possessed by affected employees, the Employer will provide the employees an opportunity to be trained on the new equipment. The Employer will assume the costs of the training. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 25 – GENERAL

25.01 The Employer agrees to continue to provide uniforms to employees and replace same as necessary.

ARTICLE 26 – WAGE RATES AND CLASSIFICATIONS

- 26.01 The Employer agrees to pay and the Union agrees to accept the wage rates specified in "Appendix A" attached hereto.
- 26.02 Should an error attributable to the Employer in payment occur of \$50 or more, it will be rectified within three (3) working days after the employee notifies the Employer in writing of the error. Errors under \$50 will be corrected on the following pay period.
- 26.03 In the event of a payroll error resulting in overpayment, the Employer will recover the entire overpayment from the employee through payroll deductions beginning no later than the pay period following the discovery of the overpayment. Or, by such other arrangement as concluded between the employee and the Employer.

ARTICLE 27 – DURATION

- 27.01 This Agreement shall be binding and shall continue in effect from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of December 5, 2006. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.
- 27.02 In the event the Employer loses the cleaning contract at The Ottawa Hospital, the Employer shall not be compelled to fulfil its obligations as specified in this Collective Agreement.

IN WITNESSETH WHEREOF THE PARTIES HAVE HERETO SIGNED.

Signed and dated in Ottawa, Ontario, this 26th day of January 2007.

FOR THE EMPLOYER

Original signed by:

Paul Zwickler

Donna Bishop

George MacMaster

Wilf Prescott

Oliver Zeidler

FOR THE UNION

Original signed by:

Bruce Waller

Nadine Létang

Mike Allen

Chantale Grenon-Nyenhuis

Stéphane Lalonde

ms*cope491
December 14, 2006

APPENDIX A – WAGE RATES AND CLASSIFICATIONS

Effective	Start	1 Year	2 Years	3 Years
Sept. 29, 2005	17.465	17.839	18.238	18.622
April 1, 2006	17.639	18.017	18.42	18.808

Retroactivity

As per the interest arbitration award, retroactivity will only apply to wages and shift/weekend premiums as set out above. Retroactive payments shall be made within sixty (60) days of the issuance of the award, by separate cheques that itemize the categories of payment. In the case of terminated employees, the Employer will send notice to the last known address of the employee, with a copy to the Union, advising that the employees have thirty (30) days to claim payment.

APPENDIX B – TRANSFER OF SENIORITY AND SERVICE

- B.1 The application of seniority is for the purposes of entitlement to promotion, demotion, transfer, layoff, recall, vacation requests, authorized leave of absence, and scheduling.
- B.2 The application of service is for purposes of determining vacation entitlement and wage progression.
- B.3 All full-time employees hired prior to September 2002 will have their seniority, as of the last date of hire, dovetailed.
- B.4 All part-time and casual employees hired prior to September 2002 will have their seniority, as of the last date of hire, dovetailed and be deemed to be 975 hours per calendar year. Service for the period prior to September 2002 shall be credited on the same basis.
- B.5 Notwithstanding B.4, a part-time or casual employee, with concrete proof at hand, can be credited no less than 975 hours but accrue no more than 1,950 hours of seniority and service per calendar year since the last date of hire.
- B.6 All employees hired since September 2002 will have their seniority and service recognized under the provision of Article 10.01.
- B.7 The seniority and service list will be posted for a period of fifteen (15) calendar days. If in disagreement with the accuracy of the list, an employee can appeal in writing to the Union. If no appeal has been lodged or received, the list will be deemed as accurate and final.

Transfer and Seniority Outside the Bargaining Unit

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

Transfer of Seniority and Service

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

- (a) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (b) An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1,725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

ms*cope491
December 14, 2006