

COLLECTIVE AGREEMENT

-between-

WILSON MEMORIAL GENERAL HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)**



AND ITS LOCAL 229

**FULL TIME AND PART TIME
Paramedical Unit**

Expiry: October 10, 2014

PARTICIPATING HOSPITALS - CAW

HOSPITALS

Atikokan General Hospital

Elliot Lake, St. Joseph's Hospital

Geraldton District Hospital

Manitouwadge General Hospital

Marathon, Wilson Memorial Hospital

Nipigon District Memorial Hospital

Sault Area Hospital

Thunder Bay, Sister Margaret Smith Centre

Wawa, Lady Dunn Health Centre

The parties agree that superior conditions shall be maintained.

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
ARTICLE 1	PURPOSE	1
ARTICLE 2	SCOPE AND RECOGNITION	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	DEFINITIONS	1
ARTICLE 5	UNION SECURITY	1
5.01	Union Dues	1
5.02	Interview Period	2
5.03	Access to Premises	2
5.04	Data to be supplied to the Union/Employee Lists	2
5.05	Posting of Seniority Lists	3
5.06	Bulletin Boards	3
5.07	T4-Slips	3
5.08	Access to Personnel File	3
ARTICLE 6	NO DISCRIMINATION	3
ARTICLE 7	WORKPLACE HARASSMENT	3
ARTICLE 8	NO STRIKE/LOCKOUT	4
ARTICLE 9	UNION REPRESENTATION AND COMMITTEES	4
9.01	Committee Meetings	4
9.02	Grievance Committee	4
9.03	Union Stewards	5
9.04	Central Bargaining Committee	6
9.05	Local Negotiating Committee	7
9.06	Labour Management Committee	7
9.08	Union Representatives	8
9.09	Unit Chairperson	8
ARTICLE 10	ADMINISTRATION OF DISCIPLINE	8
10.01	Administration of Discipline	8
10.02	Letters of Reprimand	8
ARTICLE 11	GRIEVANCE PROCEDURE	9
ARTICLE 12	ARBITRATION PROCEDURE	11
ARTICLE 13	SENIORITY	12
13.01	Probationary Employee	12
13.02	Definition of Seniority	13
13.03	Transfer of Service and Seniority	13
13.04	Loss of Seniority	14
13.05	Effect of Absence	14
13.06	Transfer to Position Outside of Bargaining Unit	15
13.07	Transfer at Instance of Hospital	16
13.08	Transfer at Request of Employees	16

ARTICLE	DESCRIPTION	PAGE
ARTICLE 14	JOB SECURITY	16
14.01	Labour Adjustment Committee	16
14.02	Notice of Lay-off	17
14.03	Severance and Retirement Options	18
14.04	Lay-off and Recall	20
14.05	Benefits on Lay-Off	22
ARTICLE 15	NO CONTRACTING OUT	22
ARTICLE 16	WORK OF THE BARGAINING UNIT	23
16.01	Work of the Bargaining Unit	23
16.02	Volunteers	23
16.03	Employment Agencies	23
ARTICLE 17	TECHNOLOGICAL CHANGE	23
ARTICLE 18	JOB POSTING	24
ARTICLE 19	LEAVES OF ABSENCE	25
19.01	Bereavement Leave	25
19.02	Education Leave	25
19.03	Jury and Witness Duty	26
19.04	Pregnancy Leave	27
19.05	Parental Leave	29
19.06	Union Leave	32
19.07	Pre-Paid Leave Plan	34
19.08	Compassionate Leave	35
ARTICLE 20	HOURS OF WORK	36
20.01	Daily and Weekly Hours of Work	36
20.02	Day-Light Savings	37
20.03	Rest Period	37
20.04	Time Off Between Shifts	37
20.05	Innovative/Flexible Scheduling	37
ARTICLE 21	PREMIUM PAYMENT	37
21.01	Definition of Regular Straight Time Rate of Pay	37
21.02	Definition of Overtime	38
21.03	Reporting Pay	39
21.04	Standby	39
21.05	Weekend Premium	39
21.06	Shift Premium	39
21.07	Call back/Call in	40
21.08	Responsibility Outside the Bargaining Unit	40
21.09	Overtime - Lieu Time	40
21.10	Paid Time to Working Time	41
ARTICLE 22	ALLOWANCES	41
22.01	Meal Allowance	41
22.02	Transportation Allowance	41
22.03	Uniform Allowance	41
22.04	Safety Shoe Allowance	42

ARTICLE	DESCRIPTION	PAGE
ARTICLE 23	HEALTH AND SAFETY	42
23.01	Health and Safety	42
23.02	Protective Clothing	43
23.03	Pandemic Planning	43
ARTICLE 24.00	PAID HOLIDAYS	43
24.01	Paid Holidays	43
24.02	Holiday Pay Qualifiers	44
24.03	Payment for Working on a Holiday	44
24.04	Payment for Working Overtime on a Holiday	44
ARTICLE 25	VACATIONS	45
25.01	Entitlement and Calculation of Payment	45
25.02	Approved Leave of Absence During Vacation	46
25.03	Vacation Scheduling	46
ARTICLE 26	HEALTH AND INSURED BENEFITS	46
26.01	Insured Benefits	46
26.03	Change of Carrier	48
26.04	Pension Plan	48
26.05	Benefits on Early Retirement	49
26.06	Benefits for Part-Time Employees	49
26.07	Influenza Vaccinations	49
ARTICLE 27	INJURY AND DISABILITY	50
27.01	Workplace Safety & Insurance Injury	50
27.02	Disabled Employees	51
27.03	Modified Work	51
ARTICLE 28	SICK LEAVE (Full time Only)	51
28.01	Sick Leave and Long Term Disability	51
28.02	Workplace Safety & Insurance Benefits and Sick Leave	53
ARTICLE 29	COMPENSATION	53
29.01	Experience Pay	53
29.02	Promotion to a Higher Classification	53
29.03	Temporary Transfer	53
29.04	Job Classification	54
29.05	Progression on the Wage Grid (Part-Time Only)	54
29.06	Payment of Wages	54
ARTICLE 30	PRINTING OF COLLECTIVE AGREEMENT	55
ARTICLE 31	GENERAL	55
ARTICLE 32	RETROACTIVITY	55
ARTICLE 33	DURATION	56
33.01	Renewal	56
33.02	Term	56

ARTICLE	DESCRIPTION	PAGE
	LETTERS OF UNDERSTANDING:	
	Violence Against Women	57
	Roster of Arbitrators	58
	Filling of Positions and the Job Posting Procedure	59
	Formatting Sub-committee	60
	29.01 Experience Pay	61
	Joint Commitment in Dignity and Respect at Work	62
	Paid Education Leave	63
	Part-Time Benefits	64
	Local Health Integration Networks	65
	Women's Advocate	67
	Professional Responsibility Workload Report Form	69
	LOCAL PROVISIONS APPENDIX	L1
	SCHEDULE "A"	L14

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship, including securing the prompt disposition of grievances as provided herein, between the Hospital, the Union, and the employees represented by it, which will assist and promote the successful operation of the Hospital as a public service institution intended to provide Health Care Services to the General public.

ARTICLE 2 – SCOPE AND RECOGNITION

See the Local Provisions Appendix L2.

ARTICLE 3 – MANAGEMENT RIGHTS

See the Local Provisions Appendix L3.

ARTICLE 4 – DEFINITIONS

See the Local Provisions Appendix L4.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

5.02 Interview Period

It is agreed that upon commencement of employment new employees will be advised by a representative of the Hospital of the existence of the Union and the conditions surrounding their employment as contained in the herein collective agreement and any rules that may be formulated under its terms. It is also agreed that a representative of the union will be given an opportunity to interview each employee once within the completing month of his/her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union. Such interview may take place on the day of orientation. The Hospital will notify the Union monthly of the names of those employees who are completing their probationary period and on request will arrange a time and place for such interview that time of which shall not exceed 15 minutes. Neither employee shall suffer loss of regular pay as a result of such interview.

5.03 Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

The Hospital will grant the President of the Local Union and the National Representatives of the Union entry into the facility upon proper notification. Such permission shall not be unreasonably denied.

5.04 Data to be supplied to the Union/Employee Lists

On or before the end of each month the hospital shall remit by cheque the total amount of deductions made in the month and accompanying the list shall be a list of:

- 1) Names of employees from whom deductions have been made.
- 2) Names of employees from whom no deduction were made, and the reasons why no such deductions were made

On a one-time basis the Employer will provide the addresses of members of the bargaining unit. This information will be provided when new employees are hired, and updated annually to reflect changes in address as necessary.

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

T4 slips issued annually to employees shall show deductions made for union dues.

5.08 Access to Personnel File

The Hospital agrees to maintain a personnel record file for each employee. An employee's personnel file shall be made available and open to the employee for his or her inspection at any reasonable time during regular office hours. Access will be in the presence of a Human Resources or Administrative staff member.

ARTICLE 6 – NO DISCRIMINATION

6.01 No Discrimination

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of political affiliation or on the basis of race, creed, colour, national origin, sex, marital status, disability, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship as it may be set out in the *Ontario Human Rights Code* from time to time.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 7 – WORKPLACE HARASSMENT

7.01 Workplace Harassment

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in

the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment. ref. *Ontario Human Rights Code*, Sec. 10(1).

Harassment may take many forms including verbal, physical or visual. It may involve a threat, an implied threat or be perceived as a condition of employment.

The Parties agree that harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline.

If an employee believes that she/he has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, she/he may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The Parties agree that an employee may have a representative of the Union with her/him throughout the process, if requested.

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES

9.01 Committee Meetings

All Union committee meetings as set out in the collective agreement, shall be scheduled at a mutually agreeable time between the parties.

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to two (2) union representatives selected/elected by the union who have completed their probationary period. The grievor will be entitled to attend any meeting pertaining to his/her grievance. A general representative of the union may be present at

any meeting of the grievance committee. The purpose of the committee is to deal with grievances as set out in this collective agreement.

Grievance committee representatives shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending these meetings up to but not including arbitration.

9.03 Union Stewards

- (a) The Hospital agrees to recognize Union Committee members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Unit Chairperson may be appointed or elected. The Unit Chairperson may, in the absence of any Committee member, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union Committee members have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Committee member is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Union Committee member shall again report to his immediate supervisor. A Union Committee member shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent are to be determined locally. *(See Local Provisions Appendix L9)*
- (g) Official CAW steward lapel pins may be worn by stewards that have been confirmed in writing to the corporation by the Union.

9.04 Central Bargaining Committee

Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

An employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to a maximum of ten (10) days.

For greater clarity, central bargaining and the utilization of the paid time for the Union's Central Negotiating Committee members shall not commence until:

- (a) The local parties reach a mutually agreed upon settlement; or,
- (b) An impasse is reached between the union and the hospital at the local level.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be twelve (12).

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the hospitals accordingly.

It is understood that this clause does not apply to a Hospital that is not participating in Central Bargaining.

9.05 Local Negotiating Committee

- (a) The Hospital agrees to recognize three (3) Negotiating Committee members as outlined in the local appendix to represent their respective bargaining units. This committee shall be comprised of the unit chairperson in addition to two (2) committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.
- (b) Where the Hospital participates in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local issues as defined by the central parties.
- (c) Where the Hospital does not participate in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to and including conciliation. Hours compensated during negotiations will be credited towards part-time employee's seniority in accordance with this article.
- (e) Nothing in this provision is intended to preclude the Local Negotiating Committee from having the assistance of any CAW National or Local representatives when engaged in local negotiations with the Hospital.

9.06 Labour/Management Committee

The parties agree that matters of mutual concern should be discussed at a Labour/Management Committee meeting. Membership shall consist of equal numbers of representatives which shall be determined locally. Meetings will be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda.

The Labour/Management committee representatives shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending these meetings.

- 9.07 It may become necessary for the Employer to meet with the Unit Chairperson or alternate to discuss matters arising out of the administration of the Collective Agreement as well as other labour-management issues.

Where the Employer requests such meetings and the meetings are scheduled outside of the Unit Chairperson or alternate's scheduled hours of work, then the Employer will compensate the Unit Chairperson or alternate for time spent at such meetings. Such compensation shall be in the form of payment at the Unit

Chairperson or alternate's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of (as defined in local provisions under L9) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Unit Chairperson or alternate will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Unit Chairperson's or alternate's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Unit Chairperson's or alternate's Manager will consider such request. If approved, then the Manager and the Unit Chairperson or alternate will mutually agree on when the time will be taken.

9.08 Union Representatives

The Hospital shall grant the President of the Local Union and the National Representatives of the Union entry into the Hospital upon proper notification of who may be present with the Committee at any meeting with the Hospital.

9.09 Union Chairperson

The Hospital agrees to retain the Union Chairperson at work during his or her respective terms of office during layoffs, provided the Union Chairperson is qualified to perform available work.

ARTICLE 10 – ADMINISTRATION OF DISCIPLINE

10.01 Administration of Discipline

At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of her committee member. In the case of suspension or discharge, the committee member will be present unless the employee waives this right in the presence of the committee member.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall forward to the Union notice of such suspension or discharge in writing, at the same time it is given to the employee.

10.02 Letters of Reprimand

The hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than eighteen (18) months prior to the date of the matters under current consideration (this date being the date upon which

discipline is originally imposed), except in circumstances where disciplinary action on related matters has occurred within the eighteen (18) month period. Leaves of absences in excess of 30 calendar days will not count toward the eighteen (18) month period.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 11.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 11.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a *committee member* if she so desires.

Such complaint shall be discussed with her immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following her immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by her, to (designated by Hospital as referenced in the local provisions). The employee may be accompanied by a committee member. The (designated by Hospital as reference in the local provisions) will deliver her decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to her. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the (designated by Hospital as referenced in the local provisions).

A meeting will then be held between the (designated by Hospital as referenced in the local provisions) and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered to the Union in writing within ten (10) days following the date of such meeting.

11.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Union/Grievance Committee.

11.05 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the (designated by Hospital as referenced in the local provisions) within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee. 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 handling of such grievance.

11.06 Discharge/Suspension Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged or suspended, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by a Committee member at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge or suspension is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in suspending or discharging the employee, or

- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

11.07 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

ARTICLE 12 – ARBITRATION PROCEDURE

12.01 (i) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

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

12.02 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

12.03 (i) The parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

- (ii) Where the parties do not agree to use a sole arbitrator as provided in (i) above, either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt

to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 12.04 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 12.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 12.06 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 12.07 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairperson, will be final and binding upon the parties hereto and the employee or employees concerned.
- 12.08 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 12.09 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 12.10 Wherever Arbitration Board is referred to in the Agreement, the parties hereto 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 13 – SENIORITY

13.01 Probationary Period

A new employee will be considered on probation until she has completed forty-five days of work (337.5 hours of work for employees whose regular hours of work are other than the standard work day) within any twelve calendar months. Upon completion of the probationary period she shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the *Unit Chairperson* or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. Such extensions shall not be unreasonably denied. The release or discharge of an employee during the

probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

13.02 Definition of Seniority

Full-Time

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 *and* will thereafter accumulate seniority in accordance with this Article.

Part-Time

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 *and* will thereafter accumulate seniority in accordance with this Article.

13.03 Transfer of Service and Seniority

- (a) An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- (b) Where the Hospital transfers an employee from one CAW bargaining unit to another CAW bargaining unit or union to non-union or vice versa, that employee will be allowed to carry accrued service, as it applies only to benefit entitlement and vacation entitlement and progression on the wage grid, i.e. Schedule "A" to the new bargaining unit.
- (c) If at any time the seniority of a part-time employee is to be compared with the seniority of a full-time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full-time seniority on the basis of 1725 hours worked as one year. Notwithstanding, at no

time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent.

13.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) the employee quits or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for forty-eight (48) months;
- (f) the employee fails, upon being notified of a recall, to signify her intention to return within five (5) working days after she has received the notice of recall through registered mail addressed to the last address on the records of the Hospital, and fails to report to work within ten (10) working days after she has received the notice of recall;

Note: The clause shall be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code*.

13.05 Effect of Absence

((a), (b) and (c) of the following clause are applicable to Full-Time only):

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted

accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

Effective October 11, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Part-Time

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

For leaves which commence on or after the date of ratification, notwithstanding this provision, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to illnesses greater than six (6) weeks or a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

13.06 Transfer to Positions Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of up to twelve (12) months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

13.07 Transfer at Instance of Hospital

If at the instance of the Hospital an employee is transferred to another classification carrying a rate in a lower or identical range, the employee shall not suffer thereby a reduction in rate of pay.

13.08 Transfer at Request of Employees

See the Local Provisions Appendix L13.

ARTICLE 14 – JOB SECURITY

14.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Labour Adjustment Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Labour Adjustment Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Labour Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Labour Adjustment Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

14.02 Notice of Lay-off

(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- (i) Reassignments will occur in reverse order of seniority;
 - (ii) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
 - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iv) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
 - (v) the job to which the employee is reassigned is on the same or similar shift or shift rotations; and
 - (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

14.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 14.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to article 14.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 14.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 14.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

- (c) A full-time employee who has completed one year of service and
- (i) whose lay-off is permanent, or
 - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

14.04 Layoff and Recall

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

- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

 - (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting

procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification or who exercised his or her displacement rights to a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. 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 proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) 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.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

- (l) Voluntary Exit: After early retirement offers and before any lay-off notices are issued to employees in classifications where downsizing is occurring, the Hospital on a voluntary basis may offer exit packages of two (2) weeks to a maximum of 52 weeks pay to affected employees.

14.05 Benefits on Lay-Off

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

ARTICLE 15 – NO CONTRACTING OUT

15.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than Casual part-time employees results from such contracting out.

15.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

15.03 On request by the Union the Hospital will undertake to review contracted services, which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Labour Adjustment Committee for its consideration.

ARTICLE 16 – WORK OF THE BARGAINING UNIT

16.01 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, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

16.02 Volunteers

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice.

16.03 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital will attempt to contact part-time staff who would normally perform the duties in question.

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from her regular job.

17.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

17.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

17.04 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 impending change in employee status at the earliest reasonable time in keeping with the

notice to the Union as set out above and the requirements of the applicable legislations.

ARTICLE 18 – JOB POSTING

- 18.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 18.02 The postings referred to in Article 181 shall stipulate the qualifications, classification, rate of pay, and department and shift and a copy shall be provided to the Unit Chairperson.
- 18.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be provided to the Unit Chairperson and unsuccessful applicants will be notified.
- 18.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other CAW service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 18.05 Vacancies, which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in CAW service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to her former position.
- 18.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

18.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which she is posted, the employee will be returned to her former position at her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended upon mutual agreement of both parties. Such extensions shall not be unreasonably denied.

18.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, except where a part-time employee is applying for a permanent full-time position or the parties mutually agree otherwise.

18.09 The Hospital shall notify the union of the elimination of a vacant position.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave

Bereavement leave is granted without loss of pay in the event of a death in the immediate family. You are allowed 5 working days off. Immediate family refers to parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent or step child. The hospital at its discretion, may extend such leave.

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

19.02 Education Leave

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital maybe granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

19.03 Jury & Witness Duty
Full-Time

If an employee is required to serve as a juror in any Court of Law or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result he/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he/she is required to attend during other than his regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to a), b) and c) above.

Part-Time

See the Local Provisions Appendix L19.

19.04 Pregnancy Leave

Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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-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 while the employee is in receipt of such benefits 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in

respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.04 Pregnancy Leave

Part-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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-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 while the employee is in receipt of such benefits 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

19.05 Parental Leave Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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-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 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 regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

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

- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

19.05 Parental Leave
Part-Time

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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-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 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 regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of ten (10) days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than 4 employees of the Hospital are absent on any such leave at the same time, and not more than 1 employee from a department;
- (b) a request must be made in writing at least twenty-one days prior to the commencement of the function for which leave is requested, unless it is not reasonably possible to give such notice;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall be paid for such leave by the Hospital. The Hospital shall then forward a statement of such wages paid to the employee affected to the union for reimbursement of the amount stated;
- (e) an employee who is elected or appointed to office with the CAW, shall upon application by the Union in writing, be granted a leave of absence without loss of seniority and benefits for up to three (3) years. An extension shall be granted upon written application by the employee to the administration of the Hospital.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. The union agrees to notify the Hospital five (5) months in advance of the Local Union election. The union further agrees that the requirement to meet under Article 14 will be waived. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Hospital as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall normally apply to only one employee at a time per circumstance as noted above, and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence. Further applications may be granted consistent with the Hospital's staffing requirements.

In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

19.07 Pre-Paid Leave Plan

The Hospital agrees to a prepaid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (ie. The salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for the purposes of the program shall be September 1 of one year to August 31 the following year, or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within two pay periods.
- (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 two pay periods. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee at least four (4) weeks notice. 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 his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave 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 prepaid 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 prepaid leave program will be appended to and form part of the written agreement.

19.08 Compassionate Leave for Illness

A leave of absence with pay may be granted at the discretion of the Administrator and all such days will be charged against the employee's sick time.

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

Full-Time

- (a) Scope
 - (i) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week
- (b) (i) The regular shift for all employees shall consist of seven and one-half (7-1/2) hours excluding the meal period of one-half hour. This means that employees must report to their respective Supervisors in uniform and remain in uniform for the full working shift.
- (ii) For the purposes of the Agreement, the Hospital workweek commences at 00.01am on Monday. The workday shall be a period of twenty-four hours commencing at 00.01am of the operation as scheduled by the hospital.

Part-Time

- (a) Scope
 - (i) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
 - (b) (i) The regular shift for all employees shall consist of seven and one-half (7-1/2) hours excluding the meal period of one-half hour. This means that employees must report to their respective Supervisors in uniform and remain in uniform for the full working shift.
 - (ii) For the purposes of the Agreement, the Hospital workweek commences at 00.01 am on Monday. The workday shall be a period of twenty-four hours commencing at 00.01a.m of the operation as scheduled by the hospital.
- (c) Attendance at in-service classes outside of the regular working hours, is voluntary on the part of the employee, and non-compensable.
 - (d) No employee will be required to work more than seven consecutive days without two consecutive days off. The daily working hours shall be seven and one-half hours per day, the said hours to be completed in an eight-hour period. Employees shall be permitted a one-half hour meal break during the shift.

20.02 Day-Light Savings
Full-Time and Part-Time

It is understood 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. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the changeover to daylight saving from standard time or vice versa.

20.03 Rest Period
Full-Time and Part-Time

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

20.04 Time Off Between Shifts (Full-Time)

In the case of Departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of (23) hours between the beginning of shifts and change-over of shifts and of 39 hours if there is (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts except where the Hospital accedes to the wishes of the employees in any department of the hospital and alters this scheduling of hours with the consent of the Union.

20.05 Innovative/Flexible Scheduling

Where the local parties agree, arrangements regarding innovative scheduling/flexible scheduling may be entered into between the parties at the local level.

ARTICLE 21 – PREMIUM PAYMENT

21.01 Definition of Regular Straight Time Rate of Pay (Full-Time/ Part-Time)

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule “A” of this Agreement.

21.02 Definition of Overtime
Full-Time

- (a) Authorized time worked in excess of seven and one-half (7-1/2) hours per day seventy-five (75) hours in a two-week period shall be paid at the rate of one and one half times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by the hospital. Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked;
- (b) Overtime premium will not be duplicated, nor shall it be pyramided, nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal workweek, and also as hours for which overtime premium paid.
- (c) Call back shall not be considered as hours worked for the purpose of this article.
- (d) It is understood and agreed that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Part-Time

Employees shall be entitled to payment of time and on half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one half (7 1/2) hours in a tour of duty or in excess of the average full time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for the purpose of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums 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.

21.03 Reporting Pay
Full-Time

Full-Time employees who report to work for any scheduled 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 except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than seven and one-half (7.5) hours prior notice not to report for work.

Part-Time

Employees who report to work for any shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours. This does not apply to employees who make individual arrangement for less than four (4) hours of work per shift, nor shall it apply in case of any labour dispute or conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than seven and one-half (7.5) hours prior notice not to report to work.

21.04 Standby (Full-Time and Part-Time)

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 \$3.20 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

21.05 Weekend Premium (Full-Time and Part-Time)

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

21.06 Shift Premium (Full-Time and Part-Time)

Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

21.07 Call-back/Call-in (Full-Time and Part-Time)

- (a) 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 rate of time and one-half their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

21.08 Responsibility Outside Bargaining Unit (Full-Time/ Part-Time)

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification, outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

21.09 Overtime – Lieu Time (Full-Time Only)

- (a) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one half (1 ½) times); Where an employee chooses the latter option, such time off must be taken within ninety (90) days at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.
- (b) Employees who work overtime will not be required to take time off during regular hours to make up for overtime worked.

21.10 Paid Time to Working Time (Full-Time and Part-Time)

Time paid by the Hospital for bereavement leave, sickness, paid holidays, paid vacations, absences paid by the Workers Compensation Board is to be recognized as time worked for the purpose of calculation of overtime during the work schedule in which the absence occurred. No pyramiding shall result from application of this provision. The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Hospital under the applicable provision of the Collective Agreement where payment is made to the employee by the Union.

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance (Full-Time and Part-Time)

- (a) When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.
- (b) Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

22.02 Transportation Allowance (Full-Time and Part-Time)

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours 2400 – 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (\$0.35) per kilometre (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

22.03 Uniform Allowance Full-Time

Where uniforms are required, the Hospital shall either supply or launder uniforms or provide a uniform allowance of eighty dollar (\$80.00) per year in a lump sum payment in the first pay period of November of each year.

Part-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of fifty dollars (\$50.00) per year in a lump sum payment in the first pay period of November of each year.

22.04 Safety Shoe Allowance

Full-Time

Effective September 1, 1988 and on that date for each subsequent year, the Hospital will provide \$80.00 per year to each full time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupation Health and Safety Act.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health & Safety Committee at least one representative selected or appointed by the Union. The number shall be determined locally.
- (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) Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.

- (g) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (h) If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health Committee.
- (i) Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

23.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out above with respect to safety footwear. The Hospital further agrees to meet directly with representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

23.03 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure other than as strictly necessary to prevent the spread of infection.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays (Full-Time)

- (a) Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid statutory holiday and the employee will be given another day off at some other mutually agreed time by the hospital and the employee
- (b) If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof at some other time, mutually agreeable to the hospital and the employee.
- (c) An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

24.02 Holiday Pay Qualifiers (Full-Time)

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

At the option of the hospital, be paid for such holidays on any of the alternative basis. The employee may be assigned the paid holiday off

24.03 Payment for Working on a Holiday

Where supervisory scheduling does not permit the employee to take the day off, the employee shall be paid time and one-half for all hours worked in addition to the regular daily rate or given equivalent time off on some other day or days.

Part-Time

If a part time employee is required to work on any of the holidays listed in appendix L 24 the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate for all hours worked on such holiday.

24.04 Payment for Working Overtime on a Holiday

Full-Time

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequently regularly scheduled shift) such employee shall receive two and one-half (2-1/2) times his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 25 – VACATIONS

25.01 Entitlement and Calculation of Payment

Full-Time

- (i) Full time employees hired prior to November 6, 1991 shall be entitled to vacation with pay as follows:

After 1 year of employment	22 working days
After 5 years of employment	23 working days
After 10 years of employment	25 working days
After 15 years of employment	30 working days
After 25 years of employment	35 working days

- (ii) Full time employees hired after November 6, 1991 shall be entitled to vacation with pay as follows:

After 1 year of employment	15 working days
After 5 years of employment	20 working days
After 13 years of employment	25 working days
After 21 years but less than 28 years of employment	30 working days
After 28 years of employment	35 working day

Part-Time

- i) All regular part time employees will be entitled to vacation without pay based on length of continuous service as of their anniversary date of employment based of the vacation schedule in clause 25.01(b).
- ii) A part time employee who has completed less than 1,725 hours of work will receive 4% of her total earnings less percent in lieu.

All part time employees with more than 1,725 hours of work but less than 8,625 hours of work will receive 6% of their total earnings less percent in lieu.

All part-time employees with more than 8,625 hours but less than 22,425 hours of work will receive 8% of their total earnings less percent in lieu.

All part-time employees with more than 22,425 hours but less than 36,225 hours of work will receive 10% of their total earnings less percent in lieu..

All part time employees with more than 36,225 hours but less than 48,300 hours of work will receive 12% of their total earnings less percent in lieu.

All part time employees with more than 48,300 hours of work will receive 14% of their total earnings less percent in lieu.

Vacations may not be carried over. However, the Executive Director may authorize a carry over in unusual situations, considered on an individual basis. Requests for carry over of vacations must be to the executive director in writing. All tentative vacation requests must be submitted to the executive Director for approval before March 31st of each year.”

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

25.02 Approved Leave of Absence During Vacation

(a) Full-Time

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

(b) Full-Time

Where a scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.01. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.

25.03 Vacation Scheduling

See the Local Provisions Appendix L25.

ARTICLE 26 – HEALTH AND INSURED BENEFITS

(Articles 26.01 – 26.04 are applicable to Full-Time Only):

26.01 Insured Benefits

- (a) 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 Blue Cross Semi-Private Plan or comparable coverage with another carrier.

- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$500.00 per individual) and will include vision care to a maximum of \$200.00 every 24 months and introduce mandatory Generic Drug Substitution unless medically indicated otherwise. The \$200 vision care benefit may be used towards the purchase of laser eye surgery.

Effective October 11, 2010 vision care will increase to \$225.

Effective October 11, 2011 vision care will increase to \$275.

Effective October 11th 2005, eye exams every second year to a maximum of \$40.00 per employee.

Chiropractic and physiotherapy shall be covered to a maximum of \$300.00 per insured annually for each service. Effective October 11, 2011 Chiropractic and physiotherapy shall be covered to a maximum of \$350 per insured annually for each service. Superior benefits and established caps are to be maintained in those hospitals where payment for one or more of these services is covered.

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

- (c) 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 HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) (effective January 1, 2005; based on the previous year's ODA fee schedule) providing the balance of the monthly

premium is paid by the employee through payroll deduction. Effective April 1, 2002, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum. Effective January 1st 2005, orthodontics at 50/50 coinsurance to \$1,000.00 maximum per insured lifetime.

26.02 Upon request, the Hospital will make available information booklets outlining the current provisions in the benefit plans defined in Article 26.01 and the Sick Leave/LTD Plan defined in Article 28.

26.03 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same. The Hospital will inform the Union of its intention to tender offers for new carriers and will advise the Union of any change in carrier or underwriter at least thirty (30) calendar days prior to implementing such change.

26.04 Pension Plan

(a) Full-Time Employees:

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

The corporation will contribute for regular full-time employees as follows:

- i. to the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by the Plan;
- ii. to the Canada Pension Plan a amount required by law.

(b) Part-Time Employees:

All present employees enrolled in the Hospital's pension plan may maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan may enroll in the Plan when eligible in accordance with its terms and conditions.

The corporation will contribute for part-time employees as follows:

- i. to the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by the Plan;
- ii. to the Canada Pension Plan a amount required by law

26.05 Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as it is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

26.06 Benefits for Part-time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits (being those benefits to an employee, paid in whole or part by the Hospital, 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 fourteen (14%) of his/her regular straight time hourly rate for all straight time hours paid.

26.07 Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and hospital employees. 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:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

26.08 For the purpose of benefits entitlement it is understood that the definition of spouse will be interpreted in accordance with the *Ontario Human Rights Code*.

26.09 Compassionate leave will be granted to employees in accordance with the provisions of the *Employment Standards Act, 2000*.

ARTICLE 27 – INJURY AND DISABILITY

27.01 Workplace Safety and Insurance Injury Full-Time and Part-Time

- (a) In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of the accident.
- (b) The Hospital will regularly provide the Union with a list of all employees who have applied for Worker's Compensation, by noting same on the monthly dues check off list.
- (c) The Hospital will provide each employee with a copy of the Workers' Compensation Board Form 7 filed with the Board, so that the employee may forward the Form 7 to the Union
- (d) Pursuant to WSIB legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted nor made available to any other employee. Nothing in this clause is intended to super cede the layoff and recall language in this collective agreement.

Part-Time

- (a) In the case of an accident which will be compensated by the Workers' Compensation Board, the Hospital will pay the employee's wages for the day of the accident.

- (b) The Hospital will regularly provide the Union with a list of all employees who have applied for Worker's Compensation, by noting same on the monthly dues check off list.
- (c) The Hospital will provide each employee with a copy of the Workers' Compensation Board Form 7 filed with the Board, so that the employee may forward the Form 7 to the Union
- (d) Pursuant to WSIB legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted nor made available to any other employee. Nothing in this clause is intended to supercede the layoff and recall language in this collective agreement.

27.02 Disabled Employees (Full-Time and Part-Time)

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

27.03 Modified Work
Full-Time and Part-Time

See the Local Provisions Appendix L27.

ARTICLE 28 – SICK LEAVE

Full-Time Only

28.01 Sick Leave and Long-term Disability

- .01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- .02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

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

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to supplement payment for sick leave days under the new program or paragraph 5 below, which would otherwise be at less than full wages.

- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.
- .05 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.

- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 Pay for Medical Certificates

The Hospital shall pay the full cost of any medical certificates required of an employee.

.10 Lieu Days while on Sick Leave

Where an employee is on paid sick leave the Hospital will not schedule a lieu day. A lieu day scheduled prior to the commencement of the paid sick leave shall remain as scheduled.

28.02 Workplace Safety and Insurance Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the WSIB. If the claim for WSIB 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 29 - COMPENSATION

29.01 Experience Pay (Full-Time and Part-Time)

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

29.02 Promotion to a Higher Classification (Full-Time and Part-Time)

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rate classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

29.03 Temporary Transfer (Full-Time and Part-Time)

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, he shall be paid the rate immediately above his

current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

29.04 Job Classification (Full-Time and Part-Time)

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union, to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

29.05 Progression on the Wage Grid (Part-Time Only)

Part time employees will move up at a rate of 1725 hours equals one year.

29.06 Payment of Wages

Where there is an agreed to payroll error of 7.5 hours or greater, the Employer will issue payment within four (4) business days, or as soon as is reasonably possible.

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

The Hospital and Union agree that the cost of printing the collective agreements will be shared equally between the parties. The Union will be responsible for having the collective agreements printed in booklet format within sixty (60) days of its signing by both parties.

ARTICLE 31 – GENERAL

31.01 Confirmation of Registration

(The following Article is applicable to those professions regulated by the *Regulated Health Professions Act* only)

An employee required to be certified under the *RHPA* shall provide to the Hospital within forty-five (45) calendar days of registration/renewal, evidence that her or his registration is in good standing and currently in effect.

Where the Hospital uses an automated registration process, it is understood that such date may be later than the usual registration date.

ARTICLE 32 – RETROACTIVITY

32.01 Retroactivity

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new such employees hired since that date. Retroactivity will be paid within 90 days of the date of this agreement.

The new rates shall be implemented no later than 2 pay periods (bi-weekly) from the date of this agreement.

If an eligible employee shall have terminated his/her employment since the expiry date of the agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have 60 days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

ARTICLE 33 – DURATION

33.01 Renewal

If either party desires to terminate or amend this Agreement as of midnight on the 10th day of October, 2014 it shall not less than 30 days and not more than 90 days next proceeding the expiry date give written notice to the other of such notice of termination.

33.02 Term

This Agreement shall continue in effect until October 10th, 2014 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. In all respects, the notice provisions relating to the renewal of the collective agreement shall continue in effect.

Signed at Thunder Bay, the 25th day of October, 2012

FOR THE HOSPITALS

Kim Lemay
Lori Bertrand
Mark Cuddihy
Tom Shortreed
Adam Brown
David McCoy
Phillip Cifarelli

FOR THE UNION

Dan Richards	John Oliveria
Amy Rubino-Start	Rhoda Wassing
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Wayne Hanf	Suzanne Pulice
Angie Martz	Kari Jefford
Rob Giovagnoli	Andy Savela

Letter of Understanding

Between

Participating Hospitals

And

CAW

Re: Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, treating health care professional who is regulated under RHPA), a women who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer and the Union will treat such information in a confidential manner unless required by law to report.

Signed at Thunder Bay, the 25th day of October, 2012

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Rob Giovagnoli	Andy Savela

LETTER OF UNDERSTANDING
BETWEEN
THE PARTICIPATING HOSPITALS
AND
CAW

Re: Roster of Arbitrators

The parties hereby agree that a mutually agreed upon roster of at least 6 arbitrators will be reached at each Hospital with its local for the purpose of referring grievances to arbitration which deal with the following issues:

- Job Postings
- Discipline & Discharge
- Scheduling issues
- Entitlement to leaves, including vacation
- Any other issue mutually agreed upon by the parties

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Filling of Positions under the Job Posting Procedure

Where the Hospital is unable to transfer a new employee selected in accordance with Article 18 within 30 calendar days of being awarded the position, the Unit Chairperson shall be notified of the reasons for the delay.

The Hospital agrees that it shall post permanent vacant positions in accordance with Article 18 within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 14 of it's intention to eliminate the position.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

The parties agree to a joint implementation and collective agreement formatting sub-committee. The committee shall be made up of two representatives of the Hospitals and two representatives of the Union. The committee would meet to finalize the content and format of each collective agreement arising out of the Master Bargaining process between the Participating Hospitals and the CAW. The committee shall also work to resolve any implementation issues that may arise during the construction of the collective agreements.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW
Re: 29.01 Experience Pay

The participating Hospitals recognize that employees are to be notified of the existence of Article 29.01 at the time of hire.

The manner in which this notice is provided is a matter of local process addressed by each participating Hospital as the parties agree.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Joint Commitment in Dignity and Respect at Work

The parties agree that abuse and/or threatening behaviour is not tolerated. Staffs are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding

Between

The Participating Hospitals

And

CAW

Re: Paid Education Leave

The Hospital agrees to forward to the CAW on behalf of all its bargaining units, at an address indicated by the local union, a cheque in the amount listed below for the purposes of PAID EDUCATION LEAVE (PEL), on October 10th of each year.

\$1050

Sault Area Hospital, Sault Ste. Marie

\$550

Atikokan General Hospital
St. Joseph's Hospital, Elliot Lake
Geraldton District Hospital
Manitouwadge General Hospital
Wilson Memorial Hospital, Marathon
Nipigon District Memorial Hospital
Lady Dunn Health Centre, Wawa
Sister Margaret Smith Centre, Thunder Bay

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Part-Time Benefits

During negotiations the parties discussed an employee paid part-time benefit plan. As such the parties agree to meet to explore the feasibility of obtaining a benefit plan that is entirely paid for by part-time workers.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Local Health Integration Networks

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Labour-Management Committee. The Union will be provided with any pertinent financial and staffing information involved in such an initiative.

Employees who are relocated/transferred* to another employer as a result of a LHIN determination will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

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

Where a LHIN initiative results in a transfer/relocation* of an employee from one Participating CAW Hospital to another Participating CAW Hospital covered under the terms and conditions of this collective agreement, the Hospital agrees to maintain the wage level of any such employee subject to the following conditions:

- an employee transferred to the Hospital under such an initiative shall be placed at the same level of pay on the wage grid that he or she was at at his or her previous Hospital
- where an employee received a higher rate of pay at the previous Hospital, he or she will be placed at the step closest to their previous level of pay on the wage grid for that classification provided that the employee does not receive a lesser amount of pay (i.e. where the wage rates are not the same, the employee will be placed at the next step on the grid)

- where there are no higher steps on the appropriate wage grid, that employee shall have his or her pay rate “red-circled” until such time that the grid catches up to their current level of pay

*Pursuant to a “Sale of Business” under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Women's Advocate

The parties agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or at work. They may also need to find out about specialized resources in the community such as Counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize a female employee from the bargaining unit who will serve as a Women's Advocate.

The Union will be responsible to train and educate the Women's Advocate, and the parties agree that the Women's Advocate will act strictly as a referral agent and not a counselor.

In addition, the Women's Advocate will familiarize herself with the employers' Employee and Family Assistance program and in each instance will provide the female employee with an Employee & Family Assistance Program pamphlet or information with respect to the EFAP program.

The Women's Advocate will be allowed reasonable time off work for the purpose of making a referral to a female employee who has requested immediate assistance. To conduct such business, the Women's Advocate shall obtain permission from her Supervisor (or designate) before leaving her job or work area, and shall notify her Supervisor (or designate) upon her return. Such permission will not be unreasonably withheld. It is understood that the provision of such time is contingent on the Employers' ability to maintain services and activities in the hospital.

The local Union executive will develop appropriate communications to inform female employees about the referral role of the Women's Advocate. The Advocate will be allowed to attend an annual training program as per the terms of Article 19.06 (d).

Liability

The parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate and in addition, agree that interaction between the Women's Advocate and the female employee shall not be a collective agreement matter.

Signed at Thunder Bay, the 25th day of October, 2012

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Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Professional Responsibility Workload Report Form

The parties agree that client/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.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act are assigned a workload which they have cause to believe is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Professional Responsibility Workload Report Form" which shall be provided to the supervisor and to the Union. The "Professional Responsibility Workload Report Form" will be attached as an Appendix to the Collective Agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees may submit their concerns to the Labour Management Committee through their Union Representative.

PROFESSIONAL
RESPONSIBILITY WORKLOAD
REPORT FORM



CAW represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.

Name (print) & Classification:

Signature:

Occurrence Date:

Time:

Workplace:

Unit:

Description of Unit:

Was the occurrence the result of (select any that apply):

Short staffing Increased census Increased patient acuity Other (describe):

I/We believe that I/we was/were given an assignment that was inconsistent with proper patient care for the following reasons:

Description of Incident:

Recommendation to Correct Problem:

Name/Title of Supervisor Notified:

Date/Time of Notification:

Method of Notification:

Supervisor Response:

Supervisor Response Was: Adequate Inadequate

I/we reserve the right to further this concern as I/we deem appropriate

Signed at Thunder Bay, the 25th day of January, 2013

FOR THE HOSPITALS

Kim Lemay
Lori Bertrand
Mark Cuddihy
Tom Shortreed
Adam Brown
David McCoy
Phillip Cifarelli

FOR THE UNION

Dan Richards	John Oliveria
Amy Rubino-Start	Rhoda Wassing
Stephane St. Pierre	Stephanie Patrie
Connie Thompson	Terry Sanderson
Janette Aaltonen	Laurie Lessard-Brown
Jocelyne Marino	Tod Harriman
Rob Richter	Cindy Pearse
Wayne Hanf	Suzanne Pulice
Angie Martz	Kari Jefford
Rob Giovagnoli	Andy Savela

LOCAL PROVISIONS APPENDIX

TABLE OF CONTENTS

Local Provision	Description	Page
ARTICLE L2	SCOPE AND RECOGNITION	L-2
ARTICLE L3	MANAGEMENT RIGHTS	L-2
ARTICLE L4	DEFINITIONS	L-2
ARTICLE L5	UNION SECURITY	L-3
ARTICLE L9	UNION REPRESENTATION AND COMMITTEES	L-4
ARTICLE L13	SENIORITY	L-4
ARTICLE L19	LEAVES OF ABSENCE	L-4
ARTICLE L20	HOURS OF WORK AND SCHEDULING	L-5
ARTICLE L24	PAID HOLIDAYS	L-8
ARTICLE L25	VACATION SCHEDULING	L-9
ARTICLE L27	MODIFIED WORK	L-10
ARTICLE L28	SICK TIME	L-10
ARTICLE L31	GENERAL	L-10
ARTICLE L32	RED CIRCLING	L-11
	LOCAL LETTERS OF UNDERSTANDING	L-13
	SCHEDULE "A"	L-14

ARTICLE L 2 SCOPE & RECOGNITION

2.01 Scope And Recognition – Full-Time/Part-Time

- (a) The Hospital recognizes the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) for the duration of this Agreement as the exclusive bargaining agent of all paramedical employees of the Wilson Memorial General Hospital in the town of Marathon, Ontario save and except supervisors, persons above the rank of supervisor, and persons for whom any trade union held bargaining rights on the date of application.

The bargaining unit described herein is to be read subject to the clarity note referred to in the Board's decision and certificate dated July 9, 2001.

The Hospital undertakes that it will not enter into any other agreements or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively, which will conflict with any of the provisions of this agreement.

ARTICLE L 3 MANAGEMENT RIGHTS

Full-Time & Part-Time

3.01 The Union acknowledges that it is the exclusive function of the Hospital, subject to the provision of the Collective Agreement:

- (a) To maintain order, discipline, and efficiency and to establish and from time to time alter rules and regulations to be observed by employees after reasonable notice of such alterations in the rules and regulations has been given to the Union Committee, to decide on the number of employees needed by the Corporation at any time, and to decide to use improved or changed methods and equipment;
- (b) To hire, transfer, promote, demote, lay-off, recall, assign duties, and to suspend, discipline, or discharge any employee for just cause, provided that a claim by an employee unjustly discharged or disciplined, may be the subject of a grievance and dealt with under the Grievance procedure, of this Agreement.

ARTICLE L 4 DEFINITIONS

- 4.02 (a) "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 2:01
- (b) "Steward" shall mean an employee of the hospital duly accredited as such by the Union.

- (c) "Administrator" shall mean the Administrator for Wilson Memorial General Hospital.
- (d) "Casual Employee" A casual employee is one who works on an irregular or "as needed" basis for an indefinite period of time. A casual employee must be available to work six (6) shifts per month. Failure to work six (6) shifts per month when requested to do so will result in termination of employment and loss of seniority. The Hospital at its discretion may waive this provision of the clause.
- (e) Student Employee: "is a student employed by the Hospital from about May to September each year, and who indicates she will return to school in September."
- (f) "Part Time Employee" is an employee who regularly scheduled to work twenty-four (24) hours or less per week, and who has made a commitment to be available for work on a predetermined basis.

ARTICLE L 5 UNION SECURITY

- 5.01 Seniority lists shall be posted on the bulletin boards and forwarded to the Union upon signing of this agreement and be amended and subsequently posted every April and October. A copy of the seniority list will be supplied to the Union. Upon posting of the seniority lists, employees shall have thirty (30) days in which to file complaints, otherwise it is deemed that the seniority list as posted is correct.
- 5.06 Bulletin Boards
 - (a) The Hospital shall provide a Union Bulletin Board in a suitable location.
 - (b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Administrator for approval before posting. All out-dated notices shall be removed by the Union forthwith.

ARTICLE L 9 UNION REPRESENTATION AND COMMITTEES

Full-Time & Part-Time

- 9.02 Grievance Committee – three (3) members
- 9.03 Union Stewards - # not defined
- 9.05 Local Negotiating Committee – Three (3) members

9.07 As required in Article 9.08 of the Central provisions of the collective agreement, the Union Chairperson will be allowed ten (10) hours per month.

ARTICLE L 13 SENIORITY

13.08 Transfer At Request Of Employees

Full-Time & Part-Time

- (a) If an employee at his own request or to avoid being laid-off is transferred to another classification, the employee shall immediately be paid the starting rate for the classification to which the employee is transferred and shall progress within the scale for that classification according to the length of service within that classification, subsequent to the date of the transfer.
- (b) If an employee, having at least twelve (12) months seniority, at his own request or to avoid being laid off is transferred to another classification of equal or lower pay, the employee will start in the new classification at not less than the one year rate.

ARTICLE L 19 LEAVES OF ABSENCE

19.03 Jury & Witness Duty Part-Time Only

- (a) If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of services requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

ARTICLE L 20 HOURS OF WORK

Full-Time and Part-Time

(a) "A minimum four (4) week work schedule showing days on, days off, and hours of work shall be posted by the employer at least two (2) weeks in advance of the first day scheduled, and once posted shall not be changed except by mutual agreement between the employee and the employer. Nevertheless, should the employer find it necessary to change the schedule, part time employees will receive at least twenty-four (24) hours notice in advance of such change and full time employees will receive at forty-eight (48) hours in advance of such change. Where there is an opportunity of scheduling to meet patient and/or employee needs hours of work will be flexible. All proposed self-schedules must be approved by the Hospital.

(b) Weekends off
Full-Time Only

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one weekend off in each three-week period. Where a weekend off is not granted within a three-week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one half unless the Hospital notwithstanding its best efforts was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provision of the collective agreement arising out of the foregoing undertaking.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

Part-Time

- (i) The Hospital will endeavor to give regular part time employees one (1) weekend off in four (4). This standard shall not apply where:
 - (a) Such weekend work was performed by the employee to satisfy specific days off requested by such employee;
 - (b) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work;
 - (c) Such weekend is worked as a result of an exchange of shifts with another employee;

- (c) Exchange of Shifts
Full-Time & Part-Time
 - (a) Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the Employer shall not result in overtime payment.
The Hospital shall allow an exchange of shifts at the request of two employees, provided that no additional cost to the Hospital results from such exchange of shifts.

 - (b) Call-ins
The Hospital will normally call-in part time employees prior to calling in casuals unless such call-ins would generate premium payment. In addition, the Hospital and Union agree that casual employees must be given enough work to maintain expertise and maintain their standing within their particular college and/or association.

 - (c) Job Share
The Employer and the Union must agree to implement job sharing. Only one (1) full time position at any one time will be a shared job during the trial period.
 - (a) Job sharing requests with regard to full time positions shall be considered on an individual basis.

 - (b) Total hours worked by the job sharers shall equal one (1) full time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees

and their Supervisor or designate. Job sharers may be requested to work tours outside of the tours of the full time position.

- (c) The above schedules shall conform with the scheduling provisions of the full time collective agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the collective agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of holidays that a full time employee would be required to work.
- (f) It is expected that both job sharers will endeavor to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.
- (g) Vacation, Maternity Leave and other Leaves of Absence

In the event that one member of the job sharing arrangement goes on any of the above leaves, the remaining partner may either take all of her partner's shifts or fill in up to the regular part time commitment. In the latter case the remaining shifts will be filled in accordance with the part time collective agreement.

- (h) All other provisions covering job sharing are contained in the part time collective agreement.

Implementation

- (a) Where the job sharing arrangement arises out of the filling of a vacant full time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the collective agreement.
- (b) An incumbent full time employee who has had her request for job sharing approved by her Supervisor or designate may do so without having her half of the position posted. The other half of the job sharing position will be posted, and selection will be made on the criteria set out in the collective agreement.
- (c) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her former position. If the remaining employee was previously part time, then the

shared position would revert to a full time position and be posted according to the collective agreement.

Discontinuation

- (a) Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within thirty (30) days to discuss the discontinuation.
- (b) Effective for new job sharing arrangements entered into subsequent to the date of this agreement, either job sharer may discontinue the job sharing arrangement within ninety (90) days of its commencement and each employee will revert to her former position. Subsequent to that ninety (90) day period, discontinuance requires the agreement of both job sharers and the employer.

ARTICLE L 24 PAID HOLIDAYS

24.01 (a) For full time employees hired before November 6, 1991, the Hospital recognizes the following days as paid holidays:

New Year's Eve (1/2 day)	Civic Holiday
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve (1/2 day)
Victoria Day	Christmas Day
July 1 st	Boxing Day

In addition, these employees will receive float days as per the schedule below:

After completion of probationary period	2 days
After five (5) years of employment	3 days
After ten (10) years of employment	4 days

(b) For full time employees hired after November 6, 1991, the Hospital recognizes the following days as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day

In addition, these employees will receive float days as per the schedule below:

After completion of probationary period	1 day
After five (5) years of employment	2 days

24.02 (a) Christmas and New Years Scheduling
Full-Time Only

The Hospital will schedule employees off work for not less than three (3) consecutive days at either Christmas or New Year's. The Hospital will endeavour to give Christmas Eve off with Christmas day and New Year's Eve off with New Year's Day.

Employees who normally work Monday to Friday will have the option to request to make alternative arrangements for time off at Christmas and New Years in accordance with past practise.

(b) Part-Time Only

The Hospital will endeavour to schedule part time employees off work for not less than three (3) consecutive days at either Christmas or New Year's.

ARTICLE L 25 VACATION SCHEDULING

25.01 (a) Employees will be permitted by the Hospital to schedule vacations in order of the employee's seniority unless some other time is mutually arranged between the individual employee and the Hospital, however, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period.

(b) On March 15 of every year the Employer shall post a vacation planner for employees to indicate their preference for vacation time before April 15. Where necessary, to provide greater access to prime time vacation (June 1- September 1) employees may exercise seniority for up to three weeks during prime time. All vacation shall be finalized by April 30 and once finalized shall not be changed unless it is mutually agreed between the employee and Employer. Vacation requests shall not be unreasonably denied. Employees who have not indicated their preference by April 1 will not be able to exercise seniority. Employees must indicate any remaining vacation preference prior to December 31 of each year.

ARTICLE L 27 MODIFIED WORK

27.03 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital and the Union have a mutual commitment toward early intervention and assessment.

Pursuant to Workplace Safety and Insurance Board Legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted nor made available to any other employee.

ARTICLE L 28 SICK LEAVE

28.01 Employees on sick shall maintain ongoing liaison with the Hospital and confirm their date of return to work from such sick leave with the Hospital to the extent necessary to accommodate scheduling arrangements.

28.02 Any dispute which may arise concerning an employee's entitlement to long term disability benefits, and which is not covered in the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

ARTICLE L 31 GENERAL

31.02 Payment of Wages
Full-Time & Part-Time

The Hospital shall pay wages by direct deposit bi-weekly. Payday will be every second Thursday.

Employees shall have a choice of having their cheque deposited directly into their account at either Toronto Dominion, Bank of Nova Scotia, or Marathon Credit Union in Marathon, Ontario.

31.03 Letters of Reprimand

The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than 2 years prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the 2 year period.

31.04 Notice of Termination

Every employee shall give one week's notice of termination or he shall pay two days' earnings for failure to give such notice of termination, and subject to the

provisions of The Employment Standards Act, the Hospital shall give one week's notice of termination of employment or shall pay one week's wages in lieu of notice, except in cases of dismissal for cause or of termination during probationary period. The Hospital may compulsorily retire an employee in accordance with The Ontario Hospital Association Pension Plan, and no Grievance may be lodged in connection therewith.

31.05 Disciplinary Measures

Where an employee is called before a Supervisor, Department Head or Administration, for the purpose of discipline, he will be informed that he has the right to have a union representative present.

31.06 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

31.07 The Hospital agrees to maintain a Personnel Record File for each employee. Upon prior notice, an employee's personnel file shall be made available and open to the employee for his inspection at any reasonable time during regular office hours. Access will be in the presence of a human resources staff member.

ARTICLE L 32 RED CIRCLING

32.01 Red Circle - Benefits: The parties agree that new employees and employees whose status is changed from part-time to full-time or vice versa will receive the centrally negotiated CAW benefit package.

32.02 Red Circle - Paid Holidays & Vacation: Only those employees currently enjoying the superior conditions found in Article L24 - Paid Holidays and Article 25 - Vacations, including employees in full-time pro rated positions will continue to receive these days at their current levels.

Note: The parties agree that red circling means that an employee's superior condition would be frozen as of April 3, 2009 and would remain at that level until the CAW contract exceeds that particular superior condition. For greater clarity, both Michelle Cress and Vicky McGarry are eligible for the superior conditions should they become full-time employees.

32.03 Red Circle registration dues at current level for those employees in Xray and Ultrasound who are affected as of May 2, 2002. Original receipts to be turned in before Hospital will be required to reimburse.

Note: The parties agree that red circling means that an employee's superior condition would be frozen as of May 2, 2002 and would remain at that level until the CAW contract exceeds that particular superior condition.

Dated this _____ day of _____, 2013

For the Hospital

For the Union

LETTER OF UNDERSTANDING

between

Wilson Memorial General Hospital

and

CAW Local 229

Re: On-Call Policy

The Hospital agrees that it will recommend to the Board of Directors to amend the current Hospital Policy regarding Call-in procedures to reflect that:

'Stat' calls must be responded to immediately and no later than fifteen (15) minutes from the time of the call.

'Urgent' calls must be responded to immediately and no later than thirty (30) minutes from the time of the call.

Dated this _____ day of _____, 2013

For the Hospital

For the Union

Schedule "A"
Wilson Memorial Hospital
Paramedical Wage Scale

Job Classification	Date	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
Registered Technologist (Lab/Imaging)	10/11/2012	27.676	28.758	29.935	31.133	32.319	33.507	34.707	35.878	37.080
	10/11/2013	27.676	28.758	29.935	31.133	32.319	33.507	34.707	35.878	37.080
Senior Technologist (Lab/Imaging)	10/11/2012	30.449	31.715	32.970	34.233	35.492	36.752	38.016	39.278	
	10/11/2013	30.449	31.715	32.970	34.233	35.492	36.752	38.016	39.278	
Physiotherapist/ Occupational Therapist	10/11/2012	30.567	32.578	34.588	36.600	38.612	40.623			
	10/11/2013	30.567	32.578	34.588	36.600	38.612	40.623			