

COLLECTIVE AGREEMENT

-between-

Sault Area Hospital

-and-

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



AND ITS LOCAL 1120

UNIT(S):

SERVICE UNIT

Full-time Bargaining Unit
Part-time Bargaining Unit

Expiry: October 10, 2012

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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 and their S.I.N. 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 *(as defined in the local provisions under L9)* 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

- (a) The Hospital agrees to recognize (*as defined in the local provisions under L9*) number of 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 (*as defined in the local provisions under L9*) number of 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 employees 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.

Any other local limitations as may be agreed between the parties shall be continued under 9.05.

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 Union Representatives

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).

Where the Unit Chairperson has accumulated 7.5 hours or more under the above provision, the Unit Chairperson will have the option to take this time as paid time off. This time will be taken within 60 days of the end of the month in which it was earned, and will be taken at a time mutually agreeable time.

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.

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.

9.08 Unit 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 of 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. 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

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for her full 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, retires or is retired by the Hospital at normal retirement age;
- (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;
- (g) the employee is a casual employee who had been offered and refused work four (4) shifts in one month:

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 range, the employee shall not suffer thereby a reduction in rate of pay.

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 or elimination of position; 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 Regional Redeployment Committee

The central parties agree to establish a Regional Redeployment Committee to facilitate the redeployment of laid off employees among the Participating Hospitals between Elliot Lake and Atikokan.

To achieve this objective the Hospital Labour Adjustment Committee will forward to the Regional Redeployment Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. It is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service for benefit entitlement purposes, vacation and wage grid progression earned with another hospital.

The size, structure composition, and activities of each Committee will be mutually determined by the parties and application will be made to any available funding source for the funding of administrative expenses. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance.

14.05 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.

14.06 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 the 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 as of June 1, 1986

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.

16.04 Ratio of R.N.'s to R.P.N.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan and the Hospital and the reasons for it. After full and complete disclosure to the Union, the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned

change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

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.
- 17.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

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 .01 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.
- 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

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, **within seven (7) calendar days (for a total of 8 days including the date of death)**, in conjunction with the death of the spouse, child or parent.

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of her/his regular pay **from regularly** scheduled hours, **within seven (7) calendar days (for a total of 8 days including the date of death), in conjunction with the death of an immediate family member.**

“Immediate family” means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, **step-child**, guardian or step-parent.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the number of days of bereavement leave indicated above, in order to accommodate attendance at a funeral or memorial service.

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

Where the funeral of the deceased is more than 1000 km from the Hospital, the employee shall be allowed one (1) extra day beyond the date of the funeral for return travel and such extra day shall be leave of absence without pay.

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 may be 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 (*as per the local provisions under L19*) 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 (*as per the local provisions under L19*) employees of the Hospital are absent on any such leave at the same time, and not more than (*as per the local provisions under L19*) 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 (i.e. The salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the 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 Personal Leave

- (a) Leaves of absence without pay may be granted to an employee for purposes of health, education or any valid personal reasons at the discretion of the Vice-President or designate.
- (b) Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges in this Agreement
- (c) All leaves of absence should be applied for in writing to the Hospital Vice-President or designate.

19.09 Relief Projects

The hospital shall authorize leaves of absence without pay for employees including Skilled Trades to participate in Canadian and International relief work projects as approved by the CAW National Union. Approval is subject to the efficient operation of the affected departments.

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift, or per week, or for any period whatsoever, nor a guarantee of working schedules.

Full-Time

The normal hours of work shall be an average of thirty-seven and one-half (37 ½) hours per week based on a seventy-five (75) hour two-week pay period. Such hours shall be worked in accordance with schedules and shifts determined by the Hospital. Days off shall be consecutive as far as it can be reasonably arranged.

No employee will be required to work more than seven (7) consecutive days without two (2) consecutive days off, unless mutually agreed upon between the Union and the Hospital.

Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

The Hospital operates twenty-four (24) hours per day, seven days a week. Day shift is recognized as the first shift of the work day.

Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

Part-Time

Hours of work for part-time employees shall be scheduled, but shall not exceed seven and one-half (7 ½) hours (exclusive of meal) per day, thirty-seven and one-half (37 ½) hours per week or seventy-five (75) hours in a bi-weekly period.

Employees covered by this agreement will not be regularly scheduled for more than 24 hours per week. However part-time employees may be offered more work in any week which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status and acceptance will not remove an employee from her/his part-time status.

Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

The Hospital operates twenty-four (24) hours per day, seven days a week. Day shift is recognized as the first shift of the work day.

No employee will be required to work more than seven (7) consecutive days without two (2) consecutive days off, unless mutually agreed upon between the Union and the Hospital.

Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

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 change-over 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 ¾) 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

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a

minimum of twenty-three (23) hours between the beginning of shifts and when rotating shift from nights thirty two (32) hours will be given between the start of the night shift and the commencement of the next shift.

When rotating shifts, employees are allowed a minimum of sixteen (16) hours off between the ending of the one shift and the commencing of the other. Where the sixteen (16) hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half (1 ½)

Full-Time (only)

Further, the sixteen (16) hours off requirement between shifts of 7.5 hours applies to any two or three shift rotation between days, evening and nights. However, changes from a day shift to another day shift, or a change from an evening shift to another evening shift, shall require only a minimum of 12 hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. to 11:00 a.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

Part-Time (only)

Further, the sixteen (16) hours off requirement between shifts of 7.5 hours applies to any two or three shift rotation between days, evening and nights. However, changes from a day shift to another day shift or a change from an evening shift to another evening shift, shall require only a minimum of 12 hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. to 12:00 p.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

Where an employee is required to work a 4 hour shift, only a minimum of twelve hours off will be required from the end of that shift to the beginning of the next shift. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

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.

All other provisions related to Hours of Work or Scheduling including Weekends Off, Working During Meal Period, In-service Programs, Late Reporting, Reporting for Work, Consecutive Days, Change in Shift, Exchange of Shifts, etc. shall be continued under the Local Provisions Appendix L20. Scheduling may include the scheduling of call-in, rest periods, meal breaks, Christmas and New Year's, lieu days, distribution of overtime, posting of schedules.

ARTICLE 21 – PREMIUM PAYMENT

21.01 Definition of Regular Straight Time Rate of Pay

Full-Time and 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

Authorized time worked in excess of seven and one-half (7 ½) hours per day or seventy-five 75 hours in a two (2) week period, will be counted as overtime worked and will be paid at the rate of time and one-half (1 ½) the employees regular rate of pay.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable 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 the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

When overtime is to be offered to full-time employees, it shall be offered in accordance with seniority whenever practicable and provided the employee can perform the work.

In determining who is to work overtime, factors such as availability and urgency will be considered and overtime will rotate in accordance with seniority as much as practicable.

A refusal to work overtime will not give that employee the right to another overtime shift until all eligible employees have had an opportunity to either work or refuse an overtime shift.

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.

Part-Time

Employees shall be entitled to payment of time and one-half (1½) the employee’s basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 ½) 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 the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

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

21.03 Reporting Pay

Full-Time and Part-time

Employees who report any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received 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.

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 and 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

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, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the **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.

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

Notice of intent: The SAH will pay out any banked overtime in excess of 90 days on October 1st of each year.

Part-Time

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

21.10 Paid Time to Working Time

Full-Time and Part-Time

Employees absent on approved leave paid by the Employer or by the Worker's Compensation Board, shall for the purposes of computing overtime pay during the work schedule during which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

21.11 Ambulance Escort

See the Local Provisions Appendix L21.

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance

Full-Time and Part-time

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 seven dollars and fifty cents (\$7.50) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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 seven dollars and fifty cents (\$7.50) 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 of 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 (35¢) per kilometer [to a maximum of **twenty-five dollar (\$25.00)**] 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.

Notice of Intent: If the hospital requires an employee to utilize his/her own vehicle to conduct hospital business the employee will be reimbursed at the above rate per kilometre.

22.03 Uniform Allowance

Full-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$70.00 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 \$40.00 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 the next payout following the date of ratification (December 21, 2004) the Hospital will provide **\$90.00** per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

Part-Time

Effective the next payout following the date of ratification (December 21, 2004) the Hospital will provide \$45.00 per year to each part-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 a 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.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays

Full-Time

For the purpose of this Article, the night shift is the first shift of the day

- (a) The following holidays shall be recognized by the Hospital as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
July 1 (Dominion Day)	August Civic Holiday
Labour Day	Thanksgiving Day
Armistice Day	Christmas Day
Boxing Day	

- (b) In addition to the above named designated holidays, there shall be an additional holiday in the form of a non-premium floating day, without loss of or deduction from regular earnings. In selecting such floating holiday consideration will be given to the wishes of the employee but the Hospital's decision will govern.

- (c) In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the 11th Holiday.
- (d) Christmas & New Year's Scheduling: The Hospital will endeavour to:
 - i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
 - ii. **Schedule employees off either Christmas or New Year's Day on a rotating basis.**
 - iii. Give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.
- (e) Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the department Head in writing prior to the posting of the schedule in accordance with the Collective Agreement
- (f) Notwithstanding the above provisions, a full-time employee may notify the supervisor that he/she desires to accumulate up to four (4) paid holidays, lieu days, in order to use them as vacation. Such time to be used as a block, unless it is not feasible then other arrangements can be made. Such time may not be taken during prime time (June 15 to September 15) or during Christmas scheduling (December 15 to January 15 and this time shall not be carried over from one (1) year to the next, (eg. calendar year). The employee must give thirty (30) days notice to the supervisor in writing of the desire to use this option. All such vacation time will be taken at a mutually agreeable date chosen between employee and supervisor.

Part-Time

- (a) The following holidays shall be recognized by the Hospital as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
July 1 (Dominion Day)	August Civic Holiday
Labour Day	Thanksgiving Day
Armistice Day	Christmas Day
Boxing Day	Floating Day

- (b) Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the Department Head in writing prior to the posting of the schedule in accordance with the Collective Agreement

- (c) Christmas & New Year's Scheduling: The Hospital will endeavour to:
- i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
 - ii. **Schedule employees off either Christmas or New Year's Day on a rotating basis.**
 - iii. Give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's 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.

24.03 Payment for Working on a Holiday

Full-Time

- (a) An employee required to work on any of the above mentioned holidays shall be paid on the basis of the fixed day's pay plus time and one-half ($1 \frac{1}{2}$) for work performed on such day or given equivalent time off on some other day or days.
- (b) **Lieu Days**: Lieu Days will be assigned on mutual agreement between the Hospital and the employee. Failing agreement to schedule the lieu day within the sixty (60) day period, having earned such lieu day, the Hospital at its discretion shall assign the lieu day off.
- (c) 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. The additional day off is not necessarily consecutive with the vacation period.
- (d) **Where an employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but no other during such period of absence.**

Part-Time

If a part-time employee is required to work on any of the holidays as listed in Article 24.01 the employee shall be paid at the rate of time and one half (1 ½) he/his regular straight time hourly rate for all hours worked on such holiday.

24.04 Payment for Working Overtime on a Holiday

Full-Time **and Part-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 subsequent regularly scheduled shift) such employee shall receive two and one-half (2-½) times her/his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 25 – VACATIONS

25.01 Entitlement and Calculation of Payment

Full-Time

An employee who has completed less than one (1) year of continuous service as of December 31st shall be entitled to two (2) weeks annual vacation. Payment for such vacation shall be prorated in accordance with his service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of December 31st shall be entitled to two (2) weeks annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of December 31st shall be entitled to three (3) weeks of annual vacation with pay.

An employee who has completed five (5) years but less than thirteen (13) years of continuous service as of December 31st shall be entitled to four (4) weeks of annual vacation with pay.

An employee who has completed thirteen (13) years but less than **twenty-one (21)** years of continuous service as of December 31st shall be entitled to five (5) weeks of annual vacation with pay.

An employee who has completed **twenty-one (21)** years but less than twenty-eight (28) years of continuous service as of December 31st shall be entitled to six (6) weeks annual vacation with pay.

An employee who has completed twenty-eight (28) years of continuous service as of December 31st shall receive seven (7) weeks annual vacation with pay.

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

Part-Time

A part-time employee who has completed less than 3,450 hours of continuous service as of December 31st shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of December 31st shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 22,425 hours of continuous service as of December 31st shall receive 8% of gross earnings.

A part-time employee who has completed 22,425 hours but less than **36,225** hours of continuous service as of December 31st shall receive 10% of gross earnings.

An employee who has completed **36,225** hours but less than 48,300 hours of continuous service as of December 31st shall receive 12% of gross earnings.

An employee who has completed 48,300 hours of continuous service as of December 31st shall receive 14% of gross earnings.

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

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

25.02 Approved Leave of Absence During Vacation

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.

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 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.

Chiropractic and physiotherapy shall be covered to a maximum of \$300 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 (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 Change of Carrier

The Hospital may at any time substitute another carrier for any plan (other than OHIP) 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.

26.03 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

26.04 Benefits on Early Retirement

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

26.05 Benefits for Part-time Employees

A part-time employee shall receive in lieu of all fringe 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 14% of his/her regular straight time hourly rate for all straight time hours paid.

26.06 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*.

26.07 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*.

26.08 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

In the case of an accident which will be compensated by the Workplace Safety & Insurance Board, the Employer will pay the employee's wage for the day of the accident.

27.02 Disabled Employees

Full-Time and Part-Time

If an employee becomes disabled with the result that she/he is unable to carry out the regular functions of her/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

- (a) 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.
- (b) 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.
- (c) Effective December 31, 1982 the 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:

- (i) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,

Note: Paragraphs (ii), (iii) and (iv) below will be inserted only in those agreements where a pay-out provision existed under the former sick leave plan.

- (ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that

portion of any unused sick leave dollars under the former conditions relating to payout.

- (iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- (iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee, will supplement the award made by the WSIB for loss of wages to the employee by such amount that the award of the WSIB for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workplace Safety and Insurance Benefits.
- (d) 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.
- (e) 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.
- (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (g) 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.
- (h) 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.

(i) Pay for Medical Certificates
Full Time and Part Time

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

Proof of inability to perform regular or modified duties, such as medical doctor's certificate or other medical documentation, that is satisfactory to the Hospital, may be required if the employee is absent for three days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the employee to qualify for benefits.

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

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 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

Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

29.06 Preceptor/Mentorship

RPNs may be required as part of their regular duties, to take on the responsibility of being a preceptor or mentor. A preceptor occurs between a RPN and a student. A mentor occurs between two RPNs.

The unit manager will invite RPNs to submit written expressions of interest to act as a preceptor or mentor. The decision of who will mentor or precept in each instance will be at the discretion of the unit manager.

All mentorships will have a written learning plan that outlines goals, expectations, feedback, evaluation and time frames. Learning plans will be developed by the manager, mentor and mentee.

The mentor/preceptor shall be paid an additional \$0.35 per hour when a mentee/student is assigned to the mentor/preceptor on his/her prescheduled shifts.

Orientation to a unit is not considered mentorship.

Other provisions dealing with compensation such as classification premiums and administration provisions regarding payment of wages and pay day shall be continued in the Local Provisions Appendix L29.

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, 2012 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, 2012 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.

APPENDIX "A"

Signed this _____ day of _____ 2010.

FOR THE UNION

FOR THE HOSPITAL

Judy Pine

Teresa D'Angelo

Allison Running

Terry Scott

Anna Paquin

Diane Rocchetta

Shaun Brown

Janice Soltys

Rick Venables

Tony Coccimiglio

Janice Pettalia

Sue Hamel-LaFord

Andy Savela

Annette Finateri

Rose Oliver

Johanne Messier-Mann

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 woman 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.

Dated: September 26, 2002

Renewed: December 21, 2004
March 28, 2007
October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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

Dated: September 26, 2002

Renewed: December 21, 2004
 March 28, 2007
 October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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.

Dated: December 21, 2004

Renewed: March 28, 2007
 October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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.

Dated: September 26, 2002

Renewed: December 21, 2004
 March 28, 2007
 January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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.

Dated: December 21, 2004

Renewed: March 28, 2007
 October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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 of **\$1050.00** for the purposes of PAID EDUCATION LEAVE (PEL), on October 10th of each year.

Dated: February 12, 2002

Renewed: December 21, 2004
 March 28, 2007

Amended: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Benefits Providers

Each Hospital agrees that when informing the Union of its intention to tender offers for new carriers, it will also inform the National union, as well as Green Shield of Canada.

Dated: December 21, 2004

Renewed: March 28, 2007
 October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

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.

Dated: March 28, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
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Annette Finateri
Rose Oliver
Johanne Messier-Mann

LOCAL PROVISIONS APPENDIX

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ARTICLE L2 – SCOPE AND RECOGNITION

FULL-TIME

The Hospital recognizes the “National Automobile, Aerospace, Transportation and General Worker’s Union of Canada (CAW-Canada)” for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of the Sault Area Hospital at Sault Ste. Marie and Algoma District, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors persons above the rank of foreman, chief engineer, office staff and persons regularly employed for not more than twenty-four (24) hours per week and students hired for the school vacation period.

PART-TIME

The Hospital recognizes the “National Automobile, Aerospace, Transportation and General Worker’s Union of Canada (CAW-Canada)” for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of the Sault Area Hospital at Sault Ste. Marie and Algoma District, regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors, foreman and persons above the rank of foreman, chief engineers office and clerical staff.

ARTICLE L3 – MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive right and power of the Hospital:

- (a) To direct the working force, to discharge employees for just cause, subject to the use of the Grievance Procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.
- (b) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital’s operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement.
Such rules and regulations and any changes thereto shall be communicated to the employee and the Union.

ARTICLE L4 – DEFINITIONS

- 4.01 “Temporary Employee” shall mean an employees who is hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-

recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the employee being replaced extends that far. The period of the employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

4.02 Definition of Employee

- (a) "Employee" shall include only such persons coming within the scope of the bargaining unit as per Article 2 of the agreement.
- (b) "Steward/Chairperson shall mean an employee of the Hospital who has completed the probationary period of service with the Hospital and whose name has been forwarded to the Hospital by the Union in writing confirming his appointment as such, and who has not been replaced by the Union without written notice to the Hospital.
- (c) "Regular Part-time Employee" is defined as a person who;
 - I) normally works not more than an average of 24 hours per week
 - II) who makes a commitment to the Hospital to be available for work on some pre-determined basis and in respect of whom there is a pre-determined schedule.

It is agreed that persons employed on a part-time basis and who temporarily works as full-time relief will be covered under the terms of this part-time agreement. Temporary shall be defined as not exceeding a continuous period of six (6) months or in the case of Pregnancy and, or Parental leave, the length of such leave.

(d) "Casual/Unscheduled Employee" shall mean an employee who is not scheduled on a pre-scheduled basis and is available to work on any shift on an as needed basis.

4.03 "Administrator" shall mean the President or his appointee of Sault Area Hospital.

ARTICLE L5 - UNION SECURITY

5.05 POSTING OF SENIORITY LISTS

Seniority Lists of Full-time and Part-time employees shall be posted every six (6) months. Copies of the seniority lists will be supplied to the Union upon request. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

5.06 Bulletin Boards

The Hospital shall provide a Union bulletin board in mutually agreed upon location.

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 Manager, Human Resources for approval before posting. All out-dated notices shall be removed by the Union.

ARTICLE L9 - UNION REPRESENTATION AND COMMITTEES

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to five (5) union representatives inclusive of the Unit Chairperson, selected/elected by the union who have completed their probationary period.

9.05 Local Negotiating Committee

(a) **The local negotiating committee shall be comprised of two (2) Unit Chairpersons or one Unit Chair and one assistant unit chair from the Sault Area Hospital, Service Unit, in addition to three (3) committee members.**

(f) The Parties agree that the Unit Chairperson from the Thessalon Division of the Plummer Memorial Hospital participate jointly in local negotiations with the Sault Area Hospital during local negotiations. Therefore the local negotiating committee shall be comprised of two (2) Unit Chairpersons, one from Thessalon and one from the Sault Area Hospital, Service Unit, in addition to three (3) committee members.

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 **fifteen (15)** 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).

Where the Unit Chairperson has accumulated 7.5 hours or more under the above provision, the Unit Chairperson will have the option to take this time as paid time off. This time will be taken within 60 days of the end of the month in which it was earned, and will be taken at a time mutually agreeable time.

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.

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.

ARTICLE L11 – GRIEVANCE PROCEDURE

11.03 Step 1

The employee shall submit the grievance, in writing, and signed by her/him immediate supervisor. The employee may be accompanied by a committee member. The immediate supervisor will deliver her/his decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to her/him.

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Human Resources Department.

A meeting will then be held between the Vice-President or designate 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.

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 Vice-President or designate (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

ARTICLE L14 - JOB SECURITY

Full-time and Part-time

14.05 Layoff and Recall

(d) Initial job vacancies identified as per Article 14.01(b) will be posted and the secondary vacancy (or vacancies) will be offered as recall to employees(s) on layoff, as per Article 14.05 (c)

ARTICLE L17 – TECHNOLOGICAL CHANGE

17.06 The Hospital shall have the option to negotiate a preferred rate with eye examination providers. Employees will have the option to have to eye examination at the provider of their choice, but will be reimbursed at the preferred rate.

(Above language changes agreed to with the understanding that should the Central Teams apply 17.06 to all members, this would also apply to all members. Should the Central Teams eliminate Article 17.06 this language will not be needed.)

ARTICLE L18 - JOB POSTING

Full-time and Part-time

- 18.07 (b) The Parties agree that the trial period may be extended on mutual agreement of the Union, Employee and Hospital. Any extension will be in writing and specify the length of the extension.

Further, the parties agree there is no trial period for new hires as implied by Article 18.07. New employees fall under Article 13.01- Probationary Period.

ARTICLE L19 - LEAVES OF ABSENCE

19.03 JURY AND WITNESS DUTY

Part-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 a day on which she/he has not been scheduled to work, she/he shall be paid for all hours actually spent at such hearing at her/his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a), (b) and (c) above.

19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of no longer than a two (2) week period and will not be requested on more than two (2) occasions 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 three (3) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department (or Nursing Unit);

In addition to the leave of absence set out above, members of the Union Executive Board and/or council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed 10 days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or council meetings.

ARTICLE L20 – HOURS OF WORK & SCHEDULING

20.01 Daily and Weekly Hours of Work

- (b) Where an Employee is scheduled by the Hospital to work more than 7 consecutive days, premium payment of 1 ½ times the employees regular straight time hourly rate will be paid for all hours worked on an 8th and 9th scheduled day.

20.05 Week-ends Off

Full-Time

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) 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 was advised at 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 provisions 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

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of six (6) weekends off in every twenty-four (24) week period, and in any event, at least one (1) weekend off in each four (4) week period . Where a weekend off is not granted within a four (4) week period, time worked on such fourth weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) 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 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 provisions 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.

20.06 In-Service Programs

Any-in-service classes where the Hospital requires an employee to attend, will be compensated for such time at straight time.

20.07 Posting of Schedules:

Four week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Errors if any, will be corrected as soon as possible by the supervisor who made the schedule. **(See Letter of Understanding re: Scheduling of Part-Time staff. This LOU will expire with the current collective agreement - 2009-2012).**

20.08 Exchange of Shifts:

The Employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shift.

20.09 Notice of Change or Cancellation of Shifts:

Full-Time

The Hospital will endeavour to provide as much advance notice as practicable of a change or cancellation in the posted schedule. Changes or cancellations to the posted work schedule shall be brought to the attention of the employee. **Every attempt will be made to notify the employee personally.** Where less than forty-eight (48) hours notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her/his new schedule.

Part-time

The Hospital will endeavour to provide as much advance notice as practicable of a change or cancellation in the posted schedule. Changes or cancellations to the posted work schedule shall be brought to the attention of the employee. **Every attempt will be made to notify the employee personally.** Where less than twenty-four (24) hours notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her/his new schedule.

20.10 Late Reporting

Employees who report late shall suffer penalties in accordance with the following scale:

- (i) not more than fifteen (15) minutes late-penalty one-quarter (1/4) hour
- (ii) more than fifteen (15) minutes and not more than thirty (30) minutes late-penalty one-half (1/2) hour.
- (iii) More than thirty (30) minutes and not more than forty-five (45) minutes late-penalty three-quarters (3/4) hours,

and so on, in units of one quarter (1/4) hour.

20.11 Casual Employee

It is understood that casual employee(s), as per Article 4.02 (d), shall only be utilized where regular part-time employee(s) are not available without incurring premium.

ARTICLE L21-PREMIUM PAYMENT

21.11 Ambulance Escort

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the employee performs such duties during her/his regular shift, the employee shall be paid her/his regular rate of pay.

Where the employee performs such duties outside her/his regular shift or on a day off, the employee shall be paid the appropriate overtime rate

- (b) Where such duties extend beyond her/his regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift, the employee will maintain her/his regular earnings for that full shift.
- (c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the Hospital or to such other location agreed between the Hospital and the employee, will be paid at straight time or at appropriate overtime rates, if applicable under Article 21.01. It is understood that the employee shall return to the Hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish the arrangements for return travel.
- (d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE L25 - VACATION

25.02 Vacation Scheduling

The following principles will be utilized in determining vacation scheduling:

- (a) The vacation year shall be January 1 to December 31 of each year.
- (b) The number of employees off at any one time will be in accordance with departmental policy.
- (c) Vacation lists will be posted January 1.
- (d) Employees will submit their vacation requests by February 1 in accordance with departmental procedure.
- (e) Vacation approvals will be given by February 15.
- (f) Vacation will be booked in accordance with employees seniority prior to February 1.
- (g) During prime time (June 15 to September 15) employees will be allowed to book up to two (2) weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.
- (h) When an employee transfers from one department to another after vacation entitlement is booked, that employee must abide by departmental seniority, in the

department to which he/she is transferring. In booking vacation for the year that the transfer took place, each year thereafter, hospital seniority shall prevail.

- (i) Vacation entitlement will not be carried over and accumulated from one year to the next.
- (j) **Employees will be notified by Sept. 1st that any unbooked vacation must be booked by Sept. 15th. If the vacation is not booked by Sept. 15th, it will be booked by the Manager during the period of Oct. 1st to Dec. 1st.**

ARTICLE L27- MODIFIED WORK

27.03 Modified Work:

The Hospital and the Union, realizing the benefits to be derived from an injured or ill employee being returned to gainful employment as soon as possible, agree that they and all employees and supervisors at all levels, will cooperate to the fullest extent to promote the Modified Work Program.

To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed be altered. The specific terms of the program will be signed by the Hospital and the Union.

ARTICLE L29 - COMPENSATION

29.06 Wage Administration

Payment of Wages:

- (a) It is mutually agreed that employees shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by 12 and dividing it by 26 and this will constitute a bi-weekly pay.
- (b) regular pay days shall be every second Friday during the terms of this agreement.
- (c) Employees shall be paid by bank deposit in the bank of the employees' choice and each employee shall be issued a statement showing earnings deductions and net pay. The bank to be within the municipality of residence or hospital operation.

ARTICLE L31 - GENERAL

31.02 Workload:

Where an employee or group of employees covered by this agreement and governed by an Ontario College under the Health Disciplines Act or related legislation, has cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is agreed by the parties that such workload problem may be discussed by the Labour/Management Committee. Such complaint must be filed in writing within fifteen calendar (15) days of the alleged assignment.

31.03 Health Examination:

When required by the Administration, the employee will submit to a physical examination, stool examination and/or culture including laboratory test, x-rays, inoculations vaccination, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1982 Reg. 865 and amendments thereto and/or Regulations passed thereunder.

31.04 Union Office:

The parties agree that the Hospital will endeavor to make available an office/space for the exclusive use for the Unit Chairs and chairpersons (stewards) to conduct Union Business.

31.05 Liability Insurance:

Upon request of the Local union and with reasonable notice, the Hospital will provide a Union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classification of employees represented by the Union.

LETTER OF AGREEMENT

Between:

SAULT AREA HOSPITAL

And:

CAW LOCAL 1120 - SERVICE BARGAINING UNIT

RE: TWELVE HOUR TOURS

The parties agree to the following terms and conditions that will govern the scheduling of employees working extended tours at the Hospital:

1. Introduction and Discontinuation Language:

(a) A compressed work week shall be introduced when:

- i) seventy-five percent (75%) of the employees so indicate by secret ballot: and
- ii) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) A compressed work week may be discontinued when:

- i) sixty-five percent (65%) of the employees so indicate by secret ballot; or
- ii) the Hospital, because of:
 - a) adverse effects on patient care
 - b) inability to provide a workable staffing schedule
 - c) where the Hospital wishes to do for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.
 - d) When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.

2. (a) The regular hours of work shall be 11.25 paid hours.
- (b) There shall be 45 minutes paid rest time and 45 minutes unpaid rest time.
3. The probationary period will be 337.5 hours.
4. Overtime will be paid only after 11.25 hours per day and if there is a balancing tour in the schedule then it will be paid after the 7.5 hours worked on the balancing tour.
5. Sick Leave- for the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (50) extended tours or 562.50 hours.
6. Statutory Holidays - Full-time **and Part-time** employees who work on a statutory holiday will be paid time and one-half for hours worked on that day.

Clarification of Intent: Employees will be paid statutory holiday pay for any hours worked from midnight to midnight on a statutory holiday. Any hours worked on the shift outside those hours will be paid straight time.
7. Shift premium- For purposes of this clause, the normal day will be the extended shift.
8. Vacations- A vacation week with pay will be equivalent of 37.5 hours.

Dated: July 13, 2000

Renewed: March 21, 2002
December 21, 2004
March 27, 2007

Amended: January 4, 2010

FOR THE UNION

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

Between:

SAULT AREA HOSPITAL

And:

CAW LOCAL 1120 - SERVICE BARGAINING UNIT

RE: TWELVE HOUR TOURS - THESSALON

The parties agree to the following terms and conditions that will govern the scheduling of R.P.N. employees at Thessalon Hospital, working extended tours:

Introduction and Discontinuation Language:

- (a) Extended tours shall be introduced in any unit when:
 - i) sixty-five percent (65%) of the RPN's in the unit so indicate by secret ballot: and
 - iii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) fifty-five percent (55%) of the nurses in the unit indicate by secret ballot; or
 - ii) the Hospital, because of:
 - a) adverse effects on patient care
 - b) inability to provide a workable staffing schedule
 - c) where the Hospital wishes to do for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the extended tour in the schedule.
- (c) When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and
 - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

Hours of Work-Scheduling, Rest Periods, Overtime

Scheduling

The paid hours of work on a regular extended tour shall be 11.25. A standard tour on a unit shall consist of twelve (12) hours and normal tour hours will be from 0700 to 1900 and 1900 to 0700 hours. Should a seven and one-half (7 ½) hour tour be scheduled, the normal tour hours will be:

0700 – 1500
1500 – 2300
2300 – 0700

The following regulations shall govern the scheduling of work for RPNs working a compressed work week. Failure to comply will result in premium pay for the employee involved:

- i) The employer shall ensure each RPN every second weekend off, save and except when;
 - a) such weekend has been worked by the employee to specific days off requested by such employee; or
 - b) such employee has submitted in advance to the Manager a request for weekend work only and such request has prior approval of the Nurse Administrator. The request will also contain the duration of the weekend work.
 - c) such weekend is worked as the result of an exchange of shifts with another employee
- ii) RPNs will not be required to work more than twelve (12) hours unless the employee has been called back and paid in accordance with the call-back clause.
- iii) Time off between shifts shall be a minimum of twelve (12) hours unless the employee has been called back and paid in accordance with the call-back clause.

Rest Periods:

There shall be forty-five (45) minutes paid rest time and forty-five (45) minutes unpaid rest time. Scheduling of rest periods shall be by mutual agreement between parties.

Overtime:

Overtime will be paid only after 11.25 hours per day. For any employee scheduled for 7.5 hours, the normal provisions of the Collective Agreement will apply.

Sick Leave:

For the purposes of applying benefits under HOODIP, the maximum of 75 working days is converted to 562.6 hours (50 extended tours). Each RPN entitled to sick pay benefits will be paid in accordance with the scheduled hours for each day of sick leave and the hours so paid will be deducted from the plan.

Probationary Period and Seniority:

The probationary period for RPNs working the extended tour shall be 337.5 hours.

For part-time RPNs advancement on the salary grid and accumulation of seniority shall be on the basis of hours paid.

Vacation:

A vacation week will be the equivalent of 37.5 hours and as per the Collective Agreement.

Paid Holidays:

Full-time **and Part-time** RPNs who work on a statutory holiday will be paid time and one-half for hours worked on that day and receive a lieu day which will be scheduled on the balancing tour if any.

Clarification of Intent: Employees will be paid statutory holiday pay for any hours worked from midnight to midnight on a statutory holiday. Any hours worked on the shift outside those hours will be paid straight time.

Shift premium:

Shift premium shall be paid in accordance with the Collective Agreement.

Weekend Premium:

Employees working weekends will be entitled to the weekend premium as outlined in the Collective Agreement. If an RPN is receiving premium pay pursuant to the local scheduling regulation with respect to consecutive weekends worked, she/he will not receive weekend premium under this provision.

DATED: February 5, 1996

Renewed: March 21, 2002
December 21, 2004
March 27, 2007

Amended: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL

And:

CAW LOCAL 1120 - SERVICE BARGAINING UNIT

RE: SHIFT PREMIUM - CENTRAL PROVISIONS (Full-time and Part-time)

This letter shall be attached to and form part of the Collective Agreement.

This letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on May 2, 1989.
3. The Hospitals who were paying a shift premium on the 11:00a.m. to 7:00p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

Dated: February 5, 1996

Renewed: March 21, 2002
 December 21, 2004
 March 27, 2007
 January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
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Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
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Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

Between:

SAULT AREA HOSPITAL

And:

CAW LOCAL 1120 - SERVICE BARGAINING UNIT

Re: Roster of Arbitrators

In accordance with the Letter of Understanding "Roster of Arbitrators" signed by the parties on February 12, 2002, and appended to the collective agreement ratified on March 31, 2002, the parties agree to the following guidelines.

1. The roster will consist of the following six arbitrators and will be selected as follows:

Louisa Davies
Felicity Briggs
Jane Devlin
Dan Harris
Ross Kennedy
Gerald Charney

2. In any case where an arbitrator is unable to provide hearing dates within 60 days of the date the grievance was referred to arbitration, the parties may, by mutual agreement accept the proposed date provided by the arbitrator or may choose to select another arbitrator from the roster indicated in paragraph 1.
3. Hearings will be held alternately on Hospital or Union premises, or at other locations by mutual agreement.
4. The Union will notify the Manager, Human Resources, as far in advance as possible of the names of bargaining unit employees required to attend arbitration hearings as witnesses.
5. The parties agree that this letter of agreement will continue from the date of signing to October 10, 2004, subject to renewal by the parties.

Dated: October 10, 2002

Renewed: December 21, 2004
March 27, 2007
October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

Between:

SAULT AREA HOSPITAL

And:

CAW LOCAL 1120 - SERVICE BARGAINING UNIT

RE: Weekend Worker – Float Pool

The Union and the Hospital agree to implement unit weekend schedules according to this Letter of Agreement.

A weekend schedule is defined as a schedule in which a full-time staff member works a weekly average of thirty (30) hours and is paid for 37.5 hours at their regular strait time hourly rate. This schedule must include two 11.25 which fall within a weekend period as determined by the Hospital and the Local. Staff working a Weekend schedule will work every weekend except where absent for Vacation, Statutory Holidays, Sick Leave or Leaves of Absence.

Weekend and Shift Premiums shall not apply.

Vacation Bank:

Vacation credits will be earned, and utilized at an accelerated rate of 1.25 hours earned or utilized for every hour worked or taken as vacation.

Vacation must be taken as a full weekend off. The maximum number of weekends of cannot exceed the number of weeks vacation to which the individual is entitled under Article 25.01.

Single vacation days may be taken on Weekdays, but need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on a weekend, provided no replacement is necessary.

Paid Holiday Bank:

Weekend Workers qualify in accordance with the collective agreement

Credit to the Paid Holiday Bank will occur on the date of the Holiday.

Drawing from the Paid Holiday Bank will occur at an accelerated rate of 1.25 hours paid for every hour taken.

Where Weekend Workers work on a paid holiday as identified in the Collective Agreement he or she will be paid at rate of time and one half (1-1/2) pay for all hours worked on that holiday. They will not receive a day in lieu.

The Paid Holiday Bank can be utilized as income replacement for absences due to illness.

Sick Leave:

Weekend Workers will not be eligible for Short-Term Disability benefits. The Paid Holiday Bank can be utilized as income replacement for absences due to illness.

Weekend Workers will be eligible for Long Term Disability benefits as described in Article 28.01. Weekend Workers will not receive pay for the first 17 weeks of an absence due to legitimate illness. Subject to the availability of banked paid holiday hours, Weekend Workers will be eligible for Employment Insurance for weeks 3 through 17 for an absence due to legitimate illness. The hospital will provide the staff member with 65% of their regular earnings for weeks 18 through 30 for any absence due to a legitimate illness.

Weekend Workers may utilize an sick leave bank available under Article 28.01 (c) for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 28.

Leaves of Absence:

For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

Tour Exchange:

Weekend tour exchanges shall be permitted only between Weekend Workers. Weekday tour exchanges will be permitted provided the Hospital does not incur an additional cost.

Overtime:

Overtime will begin to accrue after 60 hours in a two week period, averaged over the two week period determined by the Hospital and the Local.

Overtime will be paid after 11.25 hours per day for 12 hours shifts. For 8 hour shifts Article 25.02 of the Collective Agreement will apply.

Scheduling Provisions:

Scheduling and premiums related consecutive weekends off do not apply.

The following conditions will apply:

- 1) The creation of weekend worker positions will not result in the long-term layoff of any full time or regular part time staff.
- 2) Introduction
 - (i) Position(s) resulting from the employer creating a Weekend Worker unit schedule, the position(s) will be posted and filled in accordance with the Collective Agreement article 18.01.

- (ii) Temporary position(s) resulting from a vacancy of the Weekend Worker position will be filled in accordance with article 18.05.
 - (iii) A trial of the Unit Weekend Schedule will run for a 6-month period agreed upon by the parties. After 5 months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules if needed
- 3) Discontinuation:
 - (i) In the event of a discontinuation of the Weekend Worker positions, Staff shall exercise their bumping rights under the Collective Agreement.
- 4) Paid Holiday Bank:
 - (i) Paid holidays earned but not yet taken will be transferred to a paid holiday bank to be utilized in accordance with Article 24.01 (f)
- 5) Averaging of Hours:
 - (i) The averaging of hours and their scheduling will be by mutual agreement between the Weekend Worker and the unit manager involved.
- 6) Vacation:
 - (i) Weekend Workers will request their vacation in accordance with Article 25.03 of the Local provisions.
 - (iii) A week block of vacation for a weekend worker will be a weekend.
 - (iv) Weekend Workers will be placed on the full time vacation list in accordance with their seniority.
 - (iv) Vacation earned but not yet taken will be transferred to her vacation bank.
- 7) Christmas Period:
 - (i) As per Article 24.01 (c) the Hospital will endeavour to schedule employees off for not less than three (3) consecutive days off during the Christmas and New Years period. The hospital will allow the weekend worker to utilize holiday bank for income replacement during the Christmas/New Years period. It is understood that weekend workers continue to work weekends during this period.
- 8) Replacement for Leaves/Vacancies:
 - (i) Vacancies will be filled in accordance with Article 18.01 of the Collective Agreement.
 - (ii) Part time staff who are successful to temporary full time positions will receive in lieu of benefits on 37.5 hours per week.

A meeting to re-negotiate any necessary changes may be called by either party as circumstances warrant.

Dated March , 2003.

Renewed: December 21, 2004
March 27, 2007
January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Shift Distribution Errors

Where an employee is not called in for a shift in accordance with the equitable distribution of shifts, and does not become aware of the error prior to the commencement of the shift, the employee will be provided with an extra shift on the next posted schedule.

For the purposes of this agreement, an extra shift shall mean an additional shift above the equitable distribution of shifts on the posted schedule.

Dated: March 19, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Part-time Vacation Pay-out

Regular Part-time employees may utilize accumulated vacation pay for the purpose of maintaining income during vacation periods.

The employee must submit their request to their manager, in writing, no less than 2 weeks prior to the commencement of the vacation period.

Payment will be made in the pay period in which the vacation period commences and will be included on the corresponding payroll deposit.

Any and all accumulated vacation pay remaining at the end of the calendar year will be paid out to the employee on the first full pay period in January.

Dated: March 19, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
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Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Reassignment – Return to former position

An employee reassigned to a different position within the Bargaining Unit in accordance with Article 14.02 b) of the Collective Agreement shall have the option of returning to the position he/she held prior to the reassignment should it become vacant within six (6) months of the effective date of being reassigned.

Dated: March 19, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Printing of Collective Agreements

The parties agree that the Collective Agreements will be printed within 90 days of the date of ratification. The cost of the printing of the Collective Agreements will be shared equally between the parties.

Dated: March 19, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
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Rose Oliver
Johanne Messier-Mann

MEMORANDUM OF UNDERSTANDING

-between-

SAULT AREA HOSPITAL

-and-

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

Labour Management Committee

The parties agree that issues appended to this letter of understanding will be referred to the Labour Management Committee. It is the responsibility of both parties to ensure this committee meets and deals with these issues. Any issues not brought to the committee before the expiry of this collective agreement will not be subject for discussion at the next round of collective bargaining.

Appendix to Labour Management Letter of Understanding:

Outstanding issues from collective bargaining to be discussed at Labour Management Committee

Service Bargaining Unit

Scheduling/Staffing Issues

- Master Rotations – part time
- Implementation issues associated with the Equitable Distribution of Shifts
- Full Time Lines

Workload Concern Process

Hospital Slow Down

Job Sharing

Women's Advocate

Substance Abuse and Employee and Family Assistance Program

Employment Testing

Skilled Trades Issues

Contracting Out Concerns

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
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Rick Venables
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Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Requests for Stats and Vacation over Christmas Week.

The parties acknowledge that the Hospital maintains the exclusive right to determine the number of employees off on vacation at one time, and the periods during which vacation will be approved.

The parties further acknowledge that during the period of Christmas and New Years the Hospital may restrict the booking of vacation in order to comply with Article 24.01.

Notwithstanding the above, staff may request to book vacation during the Christmas and New Years period. Approval of this request will be at the sole discretion of the department manager.

Dated: March 19, 2007

Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
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Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Extended Tours - Ten Hour Tours

The parties agree to the following terms and conditions that will govern the scheduling of employees working extended 10 hour tours at the Hospital:

1. Introduction and Discontinuation Language:
 - (a) A compressed workweek shall be introduced when:
 - i) Seventy-five percent (75%) of the employees so indicate by secret ballot:
and
 - ii) The Hospital agrees to implement the compressed workweek. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - (b) A compressed work week may be discontinued when:
 1. sixty-five percent (65%) of the employees so indicate by secret ballot; or
 2. the Hospital, because of:
 - a. adverse effects on patient care
 - b. inability to provide a workable staffing schedule
 - (c) Where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.
 - (d) When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.

2. (a) The regular hours of work shall be 9.375 paid hours.
 (b) There shall be 37.5 minutes paid rest time and 37.5 minutes unpaid rest time.
3. The probationary period will be 337.5 hours.
4. Overtime will be paid only after 9.375 hours per day.
5. Sick Leave: For the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (60) extended tours or 562.50 hours.
6. Statutory Holidays: Full-time **and Part-time** employees who work on a Statutory Holiday will be paid time and one-half for hours worked on that day.

Clarification of Intent: Employees will be paid statutory holiday pay for any hours worked from midnight to midnight on a statutory holiday. Any hours worked on the shift outside those hours will be paid straight time.
7. Shift premium- For purposes of this clause, the normal day will be the extended shift (9.375 hours).
8. Vacations: A vacation week with pay will be equivalent of 37.5 hours.

Dated: March 20, 2007
 Amended: January 4, 2010

FOR THE UNION:

Judy Pine
 Allison Running
 Anna Paquin
 Shaun Brown
 Rick Venables
 Janice Pettalia
 Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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 Rose Oliver
 Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

Re: Committee Scheduling Guidelines

The parties agree to meet for the purpose of discussing standardization of the scheduling guidelines. Such project will be completed within 6 months from the date of ratification.

Dated: March 20, 2007
Renewed: October 20, 2009

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

MEMORANDUM OF AGREEMENT

-between-

**SAULT AREA HOSPITAL
(Hereinafter referred to as the SAH)**

-and-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
LOCAL 1120, SERVICE UNIT
(Hereinafter referred to as the Union)**

Re: Registered Practical Nurses (RPNs)

Whereas,

- i. The College of Nurses of Ontario has expanded the role of the RPN;
- ii. The Educational Institutions in Ontario have revised the curriculum for the RPN Program to ensure competency to perform the expanded role;
- iii. The SAH has revised the educational requirements to perform as a RPN;
- iv. The SAH provided the Union and all RPNs of the change to the education required to perform as a RPN;
- v. The SAH facilitated a process to support all RPNs to obtain the education required to perform as a RPN;
- vi. Adequate time has been provided to allow all RPNs to obtain the necessary educational qualifications;
- vii. The SAH and the Union have established two classifications of RPN through the transition;
- vii. The College of Nurses of Ontario recognized one classification of RPNs;

Therefore, the SAH and the Union agree:

- i. There will be one classification of RPNs effective one year after ratification of the collective agreement;
- ii. In order to perform the role of the RPN the educational requirements established by the SAH must be met;

- iii. In order to meet the educational requirements, the five courses the RPN must obtain to meet the basis educational requirements are:

- Pharmacology
- Health Assessment
- Skills and Transitions
- Professional Growth
- Nursing Theory

IV Therapy and IM Injection education courses have been developed and are being provided to RPNs during worked time.

- iv. At the time of ratification, the Hospital will present a plan outlining how all RPNs can obtain competency in the above areas within one year of ratification.
- v. RPNs who do not intend to obtain the educational requirements and competencies as outlined in (iii) will indicate such in writing to his/her manager. The RPN will be reassigned in accordance with (vi) below;
- vi. One year from ratification, anyone in the role of RPN who has not met the educational requirements will be reassigned in accordance with Article 14.02 (b) of the collective agreement. The parties agree that reassignment may occur at a lower job class and pay rate dependent on the positions available and the employee's qualification. Reassignment will occur in order of seniority.
- vii. Should no suitable position be available for reassignment, the employee will have been deemed to have been laid off and may exercise his/her rights under Article 14.03 c (ii) or 14.05 b (ii).
- viii. Reassignment is the preferred option of the parties and every attempt will be made to reassign an RPN before issuing a layoff.
- ix. This agreement is entered into on a without prejudice or precedent basis.

Dated: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
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Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF UNDERSTANDING

-between-

SAULT AREA HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
LOCAL 1120, SERVICE UNIT**

Re: Registered Practical Nurses without Educational Requirements

The parties agree that Registered Practical Nurses who have not completed the educational requirements established by the Sault Area Hospital will be red-circled at his/her current rate of pay.

Upon submission and sign off of the individual education plan, the RPN will receive a 0.75% increase. This increase will be applied as long as the RPN adheres to the submitted education plan.

Upon completing the educational requirements, RPNs will be deemed at scope and compensated as such.

Dated: January 5, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

MEMORANDUM OF AGREEMENT

-between-

**SAULT AREA HOSPITAL
(Hereinafter referred to as the SAH)**

-and-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
LOCAL 1120, SERVICE UNIT
(Hereinafter referred to as the Union)**

Re: Renal Unit Training

Whereas:

- i. The SAH is implementing the role of RPN in the Renal Unit:
- ii. The candidates for the RPN vacancies in the Renal Unit are selected in accordance with Article 18.03 of the Collective Agreement:
- iii. The successful candidate will be expected to attend on a full time basis a training period of six weeks:
- iv. The training period is separate from the Trial Period as outlined in Article 18.07 of the Collective Agreement;

Therefore, the SAH and the Union agree:

- i. For the Purposes of filling RPN vacancies within the Renal Unit, the Trial Period as outlined in Article 18.07 will begin after the training period referred to in (iii) above.
- ii. In the event a RPN does not successfully complete the six week training period, he/she will be returned to his/her former position, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.
- iii. This agreement is entered into a without prejudice or precedent basis.

Dated: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
Terry Scott
Diane Rocchetta
Janice Soltys
Tony Coccimiglio
Sue Hamel-LaFord
Annette Finateri
Rose Oliver
Johanne Messier-Mann

LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

RE: Skilled Trades

Job Description

The parties agree to jointly develop job descriptions for all skilled trades positions.

Definition of Journeyperson

A journeyperson shall mean any person in a designated Skilled Trades position (carpenter, plumber, painter, electrician, Third Class Engineer) who:

- a) presently holds a Certificate of Qualification in a skilled trade, or
- b) has served a bona fide apprenticeship and holds a certification which substantiates their claim of such service and holds a Certificate of Qualification, or
- c) has eight (8) years of practical experience in the skilled trade in which they claim a journeyperson designation and can prove the same. A CAW journey person Card will be accepted as proof .

Canadian Skilled Trades Council Dues

The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year from those employees in positions who are deemed by the Employer as requiring a designated skilled trade. The deductions will be made in January, and submitted to the financial secretary of the local union with the names of the employees.

Apprenticeship

The Hospital will consult the union to develop language should we wish to introduce an apprenticeship program at the hospital.

Off Hours Telephone Consultation

A skilled Tradesperson **and/or a Maintenance II worker** shall receive payment of one hour at overtime rates for telephone consultation on off hours where that specific skill set is required to resolve a problem, subject to the approval of the manager.

Tool Allowance

The Hospital agrees to a one time tool allowance of \$300 for **new** full time employees and \$150 for **new** part time employees in the following job classifications:

Third Class Engineer

Maintenance Mechanic – Laundry

Skilled Trades – Plumber, Painter, Carpenter

Electrician

Maintenance II

Environmental Service worker

Wages

As set out in Appendix A

Dated: March 27, 2007

Amended: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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LETTER OF AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
LOCAL 1120, Service Unit**

Wage Rate: Out-of-line differential - Communications Officer - CACC

For the purpose of addressing recruitment and retention difficulties resulting from a skills shortage, the parties agree to the following terms and conditions in the application of an out-of-line wage differential for the job classifications of Communications Officer (CO) and Lead Communications Officer (LCO) in the Central Ambulance Communications Centre at Sault Area Hospital.

- 1) For the purpose of compliance with Pay Equity legislation and the maintenance of internal equity, wage rates for the CO and LCO job classifications will be determined via the process employed for all job classifications within the bargaining unit.
- 2) Out-of line differentials agreed to by the parties will form part of the CACC departmental budget and will be subject to budgetary approval by the Ministry of Health and Long Term Care.
- 3) Out-of-line differentials will be applied as part of a revised hourly wage rate and will be subject to all applicable taxes and benefits, including but not limited to disability benefits and pension contributions.
- 4) Subject to budgetary approval and confirmation of MOHLTC wage rates, the revised hourly wage rates, including out of line differentials, for the positions identified below will be as follows:

Communications Officer – CACC

	October 11, 2009	October 11, 2010	October 11, 2011
Step 1	26.02	26.54	27.07
Step 2	26.57	27.10	27.64
Step 3	27.19	27.74	28.29
Step 4	28.31	28.87	29.45
Step 5	29.99	30.59	31.20

Lead Communications Officer – CACC

	October 11, 2009	October 11, 2010	October 11, 2011
Step 1	27.19	27.74	28.29
Step 2	28.03	28.59	29.16
Step 3	28.95	29.53	30.12
Step 4	30.14	30.74	31.36
Step 5	31.84	32.48	33.13

The above rates are based on 1950 hours per year

- 5) The migration of Full Time employees to the above salary scale will be based on the following principles.

- Employees with less than 1 year of service will be moved to Step 1
- Employees with greater than 1 year of service but less than 2 years of service will be moved to Step 2
- Employees with greater than 2 years of service but less than 3 years of service will be moved to Step 3
- Employees with greater than 3 years of service but less than 4 years of service will be moved to Step 4
- Employees with greater than 4 years of service will be place at Step 5

All employees who do not have sufficient service to move to Step 5 will advance from their current step on their anniversary date will continue to advance to Step 5 on subsequent anniversary dates.

- 6) The migration of Part Time employees to the above salary scale will be based on the following principles.

- Employees with less than 1725 hours of service will be moved to Step 1
- Employees with greater than 1725 hours of service but less than 3450 hours of service will be moved to Step 2
- Employees with greater than 3450 hours of service but less than 5175 hours of service will be moved to Step 3
- Employees with greater than 5175 hours of service but less than 6900 hours of service will be moved to Step 4
- Employees with greater than 6900 of service will be place at Step 5

All employees who do not have sufficient service to move to Step 5 will advance from their current step on their anniversary date will continue to advance to Step 5 as per the terms of the collective agreement.

- 7) The parties agree that this agreement will be dissolved if the funding from the Ministry of Health and Long Term Care is reduced or eliminated.
- 8) The parties agree that this agreement will expire on October 10, 2012 and will be addressed as part of the Negotiation Process for Local Issues. The rates for affected

employees will remain in effect until the conclusion of the Local Issues Negotiation Process with the exception of the item addressed in section 6 above.

Dated: March 20th, 2007

Amended: January 4, 2010

FOR THE UNION:

Judy Pine
Allison Running
Anna Paquin
Shaun Brown
Rick Venables
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Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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Rose Oliver
Johanne Messier-Mann

LETTER OF UNDERSTANDING

-between-

SAULT AREA HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
LOCAL 1120, Service Unit**

Re: Registered Technologists - XRay

The parties agree that Registered Technologists will received a 2% increase each year of the collective agreement

At the initiation of the union, the parties will explore transferring these positions to the OPSEU bargaining unit.

FOR THE UNION:

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Johanne Messier-Mann

LETTER OF UNDERSTANDING

-between-

SAULT AREA HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
LOCAL 1120, Service Unit**

This will confirm the mutual understanding of CAW Canada and its Local 1120 and the Sault Area Hospital that Carillion will assume the rights and obligations and all the terms and conditions of the current collective agreement at the time of transfer.

The collective agreements enforce at the time of transfer will be assigned over to Carillion. This provision does not mean that a new agreement will be negotiated between CAW and Carillion before or at the time of transfer.

Carillion commits to meeting with the bargaining agent prior to the transfer date in the interest of open communication to facilitate a seamless transition of the affected CAW members.

FOR THE UNION:

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LETTER OF UNDERSTANDING

-between-

SAULT AREA HOSPITAL

-and-

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

LOCAL 1120, Service Unit

The parties agree to implement the practice attached as Appendix A for scheduling of part-time staff.

Any issues arising from the implementation of the attached practice will be forwarded to the Labour Management Committee for resolution.

In order to implement this practice the parties agree to amend Article L20.07 Posting of Schedules to read:

Work schedules of a minimum of 4 weeks shall be posted not later than two weeks in advance of the commencement of the schedule. Errors, if any, will be corrected as soon as possible by the supervisor who made the schedule.

This letter of understanding will expire with the current collective agreement.

FOR THE UNION:

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Andy Savela

FOR THE HOSPITAL:

Teresa D'Angelo
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Appendix A

Letter of Understanding - Scheduling Practices

Scheduling of part time employees will be based on equitable distribution of shifts over a posted schedule. The length of the posted schedule will be determined by departmental policy, but in no case will be less than 4 weeks or greater than 8 weeks. In the event that a department changes from a 4 week posted schedule to a posted schedule in excess of 4 weeks for either part time or full time employees, the Manager will advise the Labour Management Committee of the new schedule prior to implementation.

Whenever possible an employee's shifts will be scheduled as evenly as possible across pay periods. Call in for shifts that become available after the schedule is posted will follow the equitable distribution of shifts principle.

In practice, this means that on any posted schedule, all part time employees will have relatively the same number of shifts. At the end of the posted schedule, employees will have worked an even number of shifts. If there are an uneven number of shifts the most senior qualified, available department/unit employee will have the higher number of shifts.

Any requests for vacation, leaves of absence, refused shifts will be counted toward equitable distribution of shifts. If an employee advises he/she is not available on a specific day, this will be counted toward equitable distribution.

No part time employee will be scheduled more than 22.5 hours per week or 45 hours biweekly unless all qualified available department/unit part time employees are scheduled 22.5 hours that week or 45 hours that pay period. The purpose of using a biweekly pay period is to allow averaging of shifts over two weeks in order to maintain continuity of service.

Overtime or other premium shifts will be offered only when there is no qualified, available department/unit full time or part time employees to work that shift at straight time. These shifts will be offered first to available full time employees by seniority. Should there be no full time employees available for the shift, it will be offered to available part time employees by seniority.

PAY EQUITY AGREEMENT

Between

SAULT AREA HOSPITAL
(Hereinafter referred to as the "Employer")

and

CAW-CANADA Local 1120 – Service Unit
(Hereinafter referred to as the "Union")

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classification in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated January 2010 resolve all the obligations for achievement of Pay Equity. The Union agrees that it will not support any challenge to the settlement that achieved Pay Equity. If an individual or group of individuals seeks legal or administrative review of the settlement that achieved Pay Equity it is agreed that the Collective Agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreement.

Dated this 4th day of January, 2010.

FOR THE UNION

Judy Pine
Allison Running
Anna Paquin
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Rick Venables
Janice Pettalia
Andy Savela

FOR THE HOSPITAL

Teresa D'Angelo
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Rose Oliver
Johanne Messier-Mann

APPENDIX A

CLASSIFICATION	DATE	BASIC	YEAR 1	YEAR 2
Laundry Helper Sewing Aide Porter - CTS Food Service Worker	October 11, 2009	19.75	19.91	20.13
	October 11, 2010	20.14	20.31	20.54
	October 11, 2011	20.54	20.71	20.95
Sanitary Collector	October 11, 2009	19.75	19.92	20.17
	October 11, 2010	20.14	20.32	20.57
	October 11, 2011	20.54	20.73	20.98
Cleaner PSW Child Life Worker	October 11, 2009	19.82	20.00	20.21
	October 11, 2010	20.21	20.40	20.61
	October 11, 2011	20.62	20.81	21.02
Distribution Aide Psychiatric Attendant Rehabilitation Attendant Occupational Therapy Aide Rec Therapy Assistant	October 11, 2009	20.29	20.50	20.69
	October 11, 2010	20.69	20.91	21.10
	October 11, 2011	21.11	21.33	21.52
Laundry Washer	October 11, 2009	20.42	20.63	20.81
	October 11, 2010	20.83	21.05	21.22
	October 11, 2011	21.25	21.47	21.65
SPD Technician Renal Aide	October 11, 2009	20.48	20.69	20.86
	October 11, 2010	20.89	21.10	21.28
	October 11, 2011	21.31	21.52	21.70
Logistics Driver	October 11, 2009	20.63	20.81	21.02
	October 11, 2010	21.05	21.22	21.44
	October 11, 2011	21.47	21.65	21.87
Addiction Services Worker (Detox) Mental Health Worker Crisis Support Worker	October 11, 2009	19.86	20.69	21.52
	October 11, 2010	20.26	21.10	21.95
	October 11, 2011	20.66	21.52	22.39
Receiver Inventory Controller/LH SPD Lead Hand	October 11, 2009	21.78	22.00	22.23
	October 11, 2010	22.21	22.44	22.67
	October 11, 2011	22.66	22.88	23.12
Registered Practical Nurse (at Scope) OR Technician	October 11, 2009	24.54	24.72	24.98
	October 11, 2010	25.53	25.71	25.98
	October 11, 2011	26.55	26.74	27.02

Maintenance 1	October 11, 2009	20.85	21.03	21.27
	October 11, 2010	21.27	21.45	21.69
	October 11, 2011	21.69	21.88	22.13
Maintenance II Environmental Service Worker	October 11, 2009	23.12	23.32	23.54
	October 11, 2010	23.59	23.78	24.01
	October 11, 2011	24.06	24.26	24.49
Maintenance Mechanic Laundry	October 11, 2009	25.33	25.58	25.84
	October 11, 2010	25.83	26.09	26.35
	October 11, 2011	26.35	26.61	26.88

CLASSIFICATION	DATE	BASIC	YEAR 1	YEAR 2
Skilled Tradesperson (Carpenter, Plumber, Painter, HVAC Tech) Third Class Engineer	October 11, 2009	26.18	26.45	26.71
	October 11, 2010	26.71	26.97	27.24
	October 11, 2011	27.24	27.51	27.79
Electrician	October 11, 2009	26.19	26.46	26.72
	October 11, 2010	26.72	26.98	27.25
	October 11, 2011	27.25	27.52	27.80
Master Electrician	October 11, 2009	29.00	29.29	29.58
	October 11, 2010	29.58	29.88	30.17
	October 11, 2011	30.17	30.47	30.78