

COLLECTIVE AGREEMENT

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

-and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION**

**OF CANADA
(CAW- CANADA)
LOCAL 302**

FULL-TIME & PART-TIME BARGAINING UNITS

Amendment Expiry Date: March 31, 2008

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Article 1. GENERAL PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

Article 2. BARGAINING UNIT

2.01

- (a) Where a full-time bargaining unit employee is absent from work for an extended period of time for any reason, including maternity/adoption leave and Workplace Safety and Insurance Board (WSIB) benefits, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed six (6) months, and the Employer wishes to have a part-time bargaining unit employee or a series of part-time bargaining unit employees work full-time hours on a temporary basis to cover for the absence, or the project as the case may be, the Manager, Human Resources of the Hospital or his/her designate and the Union Chairperson or his/her designate will meet to discuss the Employer's proposal. The Union agrees that it will not unreasonably withhold its consent to the proposal. Where both parties agree to the proposal, it will be implemented and the part-time bargaining unit employee or employees who are scheduled to work the full-time hours during the course of the absence, or the project as the case may be, will continue to be covered under the terms of the part-time bargaining unit collective agreement. In each case, a letter of notification confirming these arrangements will be signed by the Manager, Human Resources of the Hospital or his/her designate and the Chairperson of the Union or his/her designate, with the successful applicant being contacted only after the Chairperson of the Union or his/her designate has been notified. The term of six (6) months for the project may be extended by mutual agreement of the Union and Employer.
- (b) The selection of the part-time bargaining unit employee or series of employees as the case may be, who are to work the full-time hours as agreed to in Article 2:01 (a) above, will be made by the Employer after consultation with the Union Committee Chairperson.
- (c) In the event no qualified part-time bargaining unit employee is interested in working fulltime hours on a relief basis to cover for

the particular absence or project as the case may be, the Employer may hire from outside the Hospital and any person hired from outside shall be deemed to come under the part-time bargaining unit Collective Agreement irrespective of his/her hours of work.

- (d) The period of employment of any person hired from outside the Hospital to cover for the absence of a full-time employee will not exceed the absent full-time employee's time away from work.
- (e) It is understood that the person hired from outside will cease to be employed upon the end of the particular absence or project and such release will not be subject to a grievance or arbitration.
- (f) Any person hired from outside the Hospital shall have all rights to bid on any posted jobs under the Collective Agreement during the period that he/she is filling in for the absent employee or working on the project, as the case may be. Should the issue arise where the person hired to fill the project/absence bids and is successful in securing a vacancy, the transfer date will need to be negotiated with the Managers, employee and Union to minimize the impact on both units/ departments.
- (g) Where the employer determines under 2:01(a) that the full-time vacancy will be filled with a series of part-time employees, such vacancies will be posted on the unit in six (6) week blocks stating a start and end date and the job number/line. Where there is more than one vacancy within a unit/department, each vacancy will be posted individually. The successful applicants will be scheduled on a rotational basis by seniority.

PART-TIME Article 2:01 (h) Bargaining Unit

- (h) The Employer will outline in writing to the individual or individuals who will be working fulltime hours during the course of the absence or the project, as the case may be, the expected duration of such employment as well as the classification concerned and rate of pay and the Union Chairperson will also be given a copy of the letter.

FULL-TIME Article 2 Bargaining Unit

2.02

For the purpose of this Agreement, the term "employee" or "employees" shall mean only a full-time employee or employees of the St. Thomas-Elgin General Hospital at St. Thomas, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of

supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and persons employed for the vacation period.

PART-TIME Article 2 Bargaining Unit

- 2.03** For the purpose of this Agreement, the term "employee" or "employees" shall mean only those employees of the St. Thomas-Elgin General Hospital at St. Thomas regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons employed for the vacation period, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisor, and office staff and security staff.

Article 3. RECOGNITION

- 3.01** The Union is recognized as the sole collective bargaining agency for all employees as defined herein and the Employer undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.02** Each of the parties hereto agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership, or non-membership, in the Union.
- 3.03** Maintaining a Discrimination and Harassment Free Environment
- (a) The Employer and CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies an individual's 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. 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.
 - (b) The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee, by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, handicap, place of origin, political affiliation or sexual orientation.

- (c) The workplace is defined as all areas of the facility, and includes areas such as offices, resident areas, grounds, rest rooms, cafeteria, locker rooms, staff rooms, conference rooms and parking lots.
- (d) If the employee believes they have been harassed and/or discriminated against on the basis of any prohibited grounds 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, they may request the assistance of the Manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.
- (e) It is expected that employees will cooperate in the investigation.
- (f) Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.
- (g) The parties agree that an employee may have a representative of the Union with them throughout the process, if requested.
- (h) The Hospital, with the co-operation of the National Union, will provide antiharassment/investigation training for Union Committee members and members of the management team, as determined by the employer. The cost of this training to be pre-established and agreed upon by both parties, with attendance being paid by the employer. Such training will be completed by December 31, 2005.

3.04 The Employer will supply the Union Chairs and Union Secretary with a list of all supervisory personnel, including temporary supervisory personnel, and will keep such list up-to-date at all times.

3.05 The employer agrees to provide one voice mail account to the Union office. The employer will provide appropriate access to the hospital computer network which will include one email account. The email system will not be used in a derogatory manner against the hospital. The union will provide all hardware and assume responsibility for any necessary repairs and related expenses. The union must be in full compliance with the current hospital computer policy. The employer will provide office space. It is understood that union representatives have regular duties and responsibilities to perform and will not leave their regular duties and responsibilities to perform union business without first notifying their manager/designate. The full time chairperson or designate will be granted a maximum of fourteen (14) hours per month paid time and part time chair person

will be granted a maximum of seven (7) hours per month paid time for union business. Such hours will not result in the payment of overtime. Requests for payment must be made in writing to Human Resources.

Article 4. UNION SECURITY

- 4.01** The Hospital shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) Union dues will be deducted from the employee's pay on the first pay period ending in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following.
 - (d) The Hospital agrees when forwarding union dues to submit a list indicating names, addresses and classifications of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 4.02** Regular monthly union dues referred to in this article shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- 4.03** The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.
- 4.04** A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 4.05** T-4 slips issued annually to employees shall show deductions made for union dues.
- 4.06** It is the employee's responsibility to ensure that his/her home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

Article 5. NO STRIKES OR LOCKOUTS

- 5.01** There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

Article 6. RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

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

- 6.01** Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefore, and generally governing the conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations, the Employer will advise the Union Committee.
- 6.02** Hire, discharge, transfer, promote, demote, classify, assign or discipline employees, provided that a claim of a discriminatory transfer, promotion, demotion, or classification or a claim that an employee who has completed the probationary period within the bargaining unit has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. An employee who has not completed his/her probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.
- 6.03** Exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Employer retains the right to generally operate the Hospital in a manner consistent with the obligations of the Employer to the general public in the community served.
- 6.04** Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

Article 7. UNION REPRESENTATION

- 7.01** The Union shall elect or otherwise select a Union Committee of eight (8) employees; four (4) full-time and four (4) part-time. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for, or renewal of this Agreement.
- 7.02** It is agreed that a Local or National Union Representative may be present with the Committee at the request of either the Union or the employer.

7.03 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and all activities of members of the Union Committee and Stewards will be carried on outside regular working hours, unless otherwise mutually agreed. Members of the Union Committee and Stewards will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working, and upon completion of such Union business, shall report back to that official.

7.04

- (a) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

FULL-TIME Article 7:04(b) Union Representation

- (b) Each member of the said Union Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to his/her attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.

PART-TIME Article 7:04(c) Union Representation

- (c) Each member of the said Union Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to his/her attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted. An employee not scheduled to work will be paid up to a maximum of 7.5 hours/day for their attendance at negotiations, provided that their hours do not exceed 37.5 hours in the week.

7.05 The Union agrees to supply the Employer with the names of the members constituting the Committee and Stewards in duplicate, and will keep such list up-to-

date at all times. It is mutually agreed that one of the duplicate copies shall be posted on the Union bulletin board by the Union.

- 7.06** The Union Committee and the Employer shall meet at a time mutually agreed upon should either party feel that there is business for their consideration. Agenda items should be submitted at the time the request to meet is made and the meeting will be arranged as promptly as possible.
- 7.07** The Employer agrees to retain the Union Chairpersons at work during any layoffs or cutbacks in employment during their respective terms of office, provided the Union Chairperson is qualified to perform available work.
- 7.08** Where an employee is subject to a suspension or discharge penalty, he or she shall be entitled to have a Steward or Union Committee Person present when the disciplinary action is taken. It is the Employer's responsibility to inform the employee of his or her right to such representation.

Article 8. GRIEVANCE PROCEDURE

- 8.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8.02** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate Supervisor the opportunity of adjusting his/her complaint. If an employee has a complaint, such complaint shall be discussed with his/her immediate supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days, the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him/her when meeting with the immediate Supervisor to attempt to adjust his/her complaint.
- 8.03** A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his/her Department Head or designate. The nature of the grievance and the remedy sought shall be set out in the grievance. In addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The Department Head or designate will deliver his/her decision in writing within seven (7) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance must be submitted to the Director People Development or his/her designate to be discussed at a meeting between the Director People Development or his/her designate, the said Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Director People Development or his/her designate shall give his/her written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step No. 2 is given. If no written request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself/herself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

8.05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his/her discharge. An employee who has not completed his/her probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be present at the dismissal of a seniority-rated employee.

8.06 Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 1 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

- 8.07** All agreements reached under the grievance procedure between the representatives, the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.
- 8.08** Where an employee is subject to a suspension or discharge penalty, he/she shall be entitled upon his/her request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his/her right to request such representation.

Article 9. ARBITRATION

- 9.01** If the Hospital or the union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this agreement.

The parties agree that a sole arbitrator shall resolve all grievances that have been processed to arbitration. The parties mutually agree to develop a roster of five (5) arbitrators. Grievance will be referred for hearing to one of the arbitrators on the roster, in rotation. Notwithstanding the foregoing, if either party wishes to utilize a Board of Arbitration, they shall notify the other party of same and at the same time name a nominee.

Arbitrator Roster:

1. Gregory Brandt
2. Mort Mitchnik
3. Bill Kaplan
4. Michael Lynk
5. Jane Devlin

Within seven (7) calendar days thereafter the other party shall name a nominee provided, however that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson.

- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03** No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9.04** The Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new

provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 9.05** The proceedings of the Arbitrator or Board of Arbitration 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.
- 9.06** 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 Arbitrator.

Article 10. SENIORITY

FULL-TIME Article 10 Seniority

- 10.01** An employee will be considered on probation until after he/she has completed three hundred and thirty-seven and one-half (337.5) hours of work or forty-five (45) days in the full-time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he/she was last hired by the Hospital. Any employee who has not completed his/her probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.

The Employer may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work or 225 hours. The Employer will advise the employee and the Union on the basis for such extension. Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.

- 10.02** It is mutually agreed that seniority will be recognized on a pro-rata basis, for permanent part-time employees regularly employed for more than twenty-four (24) hours per week. Full-time employees who wish to reduce their hours and be eligible to become Permanent part-time must contact their manager for consideration. Such consideration will be given to employees who have legitimate health or personal concerns. These employees will be subject to the terms of the full-time collective agreement. Permanent part-time employees will be entitled to paid holidays, vacation, short-term and long-term sick leave benefits which are pro-rated based on their regular hours of work. It is clearly understood when the Permanent part-time employee leaves the employ of the hospital, such vacated position will revert back to full-time hours provided the hours are still required. The Union will be notified once the Permanent Part-time position has been granted.
- 10.03** An employee working within an occupation not covered by this Agreement who is transferred into a classification covered by this Agreement, shall be deemed to

have acquired and accumulated seniority in the same manner as if since the date of his/her employment by the Employer he/she had been continuously employed in the classification which he/she is transferred, provided employees so transferred after May 1, 1974, shall be credited with seniority only while within the bargaining unit for the following purposes only:

- (a) Lay-offs and recalls,
- (b) Determination as to dates vacation to be granted.

- 10.04** Promotions of employees to positions outside of the bargaining unit are not covered by this Agreement and shall not be subject to the terms of this Agreement except that such employees will retain their seniority after promotion, and if later transferred to a position which is subject to this Agreement, such employees shall be given the seniority credit they had at the time of the transfer outside of the bargaining unit.
- 10.05** Seniority lists will be posted on the official bulletin boards in the Active Treatment Unit and the Continuing Care Centre and will be revised at least semi-annually according to the records of the Employer. Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the current date of posting.
- 10.06** Any complaint or grievance having to do with the observance or non-observance of seniority rules may be treated as a grievance and dealt with accordingly.
- 10.07** The Employer will supply copies of the Seniority List to the Chairperson of the Union Committee and the Local Union Office.
- 10.08**
- (a) An employee who transfers from full-time to part-time status on or after January 1, 1980 will be given credit for the full-time seniority he/she had prior to the transfer on the basis of one (1) year of full-time seniority = 1,650 hours worked as part-time.
 - (b) An employee who transfers from part-time to full-time status on or after January 1, 1980 will be given credit for the part-time seniority he/she had prior to the transfer on the basis of 1,650 hours worked as a part-time = one (1) year of full-time seniority. For purposes of calculating the credit to be given, the Hospital will take the hours worked by the employee which are listed on the most recent part-time Seniority List prior to the date of the transfer and add to them the part-time hours worked by the employee from the date of that list to the date of the transfer.

PART-TIME Article 10 Seniority

10.09 An employee will be considered on probation until after he/she has completed three hundred and thirty-seven and one-half (337.5) hours of work or forty-five (45) days in the part-time bargaining unit within any twelve (12) calendar month period. Upon completion of such probationary period, the employee will attain seniority and his/her name will be placed on the seniority list for this bargaining unit and he/she will be credited with such hours worked. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee may be subject to the grievance or arbitration procedures.

The Employer may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work or 225 hours. The Employer will advise the employee and the Union on the basis for such extension. Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.

10.10 Seniority credited as provided above will thereafter accumulate on the basis of hours worked within the bargaining unit.

10.11 A seniority list will be posted on the official bulletin boards and will be revised at least semi-annually according to the records of the Employer. The respective last dates of hiring of employees with seniority will also appear on the posted seniority list. The Employer will supply copies of the seniority list to the Chairperson of the Union Committee and the local Union Office.

10.12 Same as Article 10:08.

Article 11. LOSS OF SENIORITY RIGHTS

11.01 An employee shall lose all service and seniority and shall be deemed to have been terminated if he/she:

- (a) has been laid off for 30 months;
- (b) resigns;
- (c) is discharged and not reinstated through the grievance and arbitration procedure;
- (d) is retired;
- (e) 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 to the Hospital a satisfactory reason for the absence;

- (f) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital;

FULL-TIME Article 11 Loss of Seniority Rights

- (g) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital and fails to comply with Article 12:04 (e);

PART-TIME Article 11 Loss of Seniority Rights

- (h) An employee declares themselves available as per the scheduling Article (16:18(b)) and who has been notified in writing that this is not acceptable and continues to be unavailable. Copies of such notification will be forwarded to the Union.
- (i) if an employee has been laid off and fails to notify the Hospital within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) of their intent to return to work within ten (10) working days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital;

Article 12. LAYOFF & RECALL

12.01 Notice of Layoff

- (a)

- i. Union

There shall be at least four (4) month's notice to the Union in the event of a proposed layoff of a permanent or long-term nature, or in the event of significant changes impacting the bargaining unit.

- ii. 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 (1) above shall be considered notice to the Union of any subsequent layoff.

(b) Employees

In the event of a proposed layoff of a permanent or long-term nature, the Employer shall provide to the affected employee(s), if any, who will be laid off or whose job will be eliminated, with no less than four (4) months written notice of layoff, or pay in lieu thereof.

12.02 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Hospital, who has received notice of layoff of a permanent or long-term nature, may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

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 (HOOPP). An employee who chooses this option forfeits his/her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time and part-time employees will receive a lump sum payment equal to \$1,000 for every year less than age 65, to a maximum of \$5,000.

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 or part-time employee who has completed one year of service and:

- (i) whose layoff 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 of one week's pay per year of service, minimum of two weeks 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/her recall rights are still in effect. Once an employee does opt to receive the severance payment, he/she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

12.03 Layoff

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that the employee(s) who remain on the job have the ability to perform the work available.
- (b) opt to receive a separation allowance as outlined in Article 12.02 or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP), or

FULL-TIME Article 12:03 Layoff

- (d) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; 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 full-time and part-time bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

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 5% of the laid off employee's straight time hourly wage rate.

- (e) Only when an employee has exhausted the layoff process under points d) (i) & (ii) above would they have the right to displace an employee in a higher classification. A laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in the classification where the straight time hourly rate at the level of service corresponding to that of

the laid-off employee is within 10% of the laid off employee's straight time hourly rate provided he/she can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (f) The decision of the employee to choose an option outlined in 12:03 (b), (c), (d) or (e) above shall be given in writing to the designated Hospital representative within fourteen (14) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. If more time is required, the request will not be unreasonably denied.

PART-TIME Article 12:03 Layoff

- (g) An employee who is subject to layoff shall have the right to either:

- (i) accept the layoff; 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 full-time and part-time bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

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 5% of the laid off employee's straight time hourly wage rate.

- (h) Only when an employee has exhausted the layoff process under points (g) (i) & (ii) above would they have the right to displace an employee in a higher classification. A laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in the classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 10% of the laid off employee's straight time hourly rate provided he/she can perform the duties without training other than orientation. Such employee so displaced shall be laid off.
- (i) The decision of the employee to choose an option outlined in 12:03 (b), (c), (d) or (e) above shall be given in writing to the

designated Hospital representative within fourteen (14) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. If more time is required, the request will not be unreasonably denied.

12.04 **RECALL**

(a)

(i) **FULL-TIME Article 12:04 (a) Recall**

An employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority, provided he/she has the ability to perform the duties without training other than orientation, 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.

(ii) **PART-TIME Article 12:04 (a) Recall**

An employee shall have opportunity of recall from a layoff to a part-time vacancy, in order of seniority, provided he/she has the ability to perform the duties without training other than orientation, 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.

- (b) 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.
- (c) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within one year of being recalled.
- (d) No new employee shall be hired until all those subject to recall 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.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her intention to return to work within five (5) calendar 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) calendar 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/her proper address being on record with the Hospital.

FULL-TIME Article 12:04 (f) Recall

- (f) Where a full time employee utilizes Article 12:03 (d) procedure to accept part time employment, his or her right to recall to full-time employment is maintained.

12.05 Temporary Recall

Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided he/she has the ability to perform the duties without training other than orientation. Acceptance of a temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed ninety (90) calendar days. An employee to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain his/her position on the recall list. An employee on layoff who accepts a temporary vacancy shall be paid the wage for the work and the 14% percent in lieu of benefits

12.06 .A laid-off employee shall retain the right of recall for a period of thirty (30) months from the date of layoff.

12.07 No full time employee within the bargaining unit shall be laid off for the sole purpose of assigning the full-time hours to one or more part-time employees. This clause shall not restrict the Hospital from changing the compliment of full and part time positions where it can demonstrate a legitimate operation or scheduling requirement

12.08 In the event that a layoff 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 layoff commenced.

12.09 In the event of a layoff of a full time employee, the Hospital shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first. The laid off employee is responsible for advising the Hospital of his/her intent to continue the benefits for the three (3) month period and to arrange with the Hospital the appropriate payment schedule for the employee's share of the premiums.

Article 13. VACANCIES OF STAFF

- 13.01** Where a permanent vacancy occurs in a classification within the full- time or increasing the complement of the part- time bargaining unit or a new classification within the full-time or part-time bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made, in writing, within the seven (7) day period referred to herein. If an emergency exists that may not allow for the above procedure to be followed, the Employer may fill the vacancy and the Union Committee Chairperson will be advised forthwith.
- Both full-time and part-time staff can apply for and be considered for posted vacancies.
- 13.02** Where the Employer fills such vacancies from among applicants, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, availability and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference, provided he/she is qualified to perform the job.
- 13.03** Employees transferred on this basis will be evaluated for a period of thirty (30) calendar days. If he/she cannot satisfactorily perform the job which he/she was awarded, the Hospital will return that person to his/her former job and the filling of the subsequent vacancy(s) will likewise be reversed.
- 13.04** Within five (5) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all Union bulletin boards.
- 13.05** Subsequent vacancies by the filling of an initial vacancy are to be posted for five (5) consecutive calendar days.
- 13.06** An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating his/her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as at the date it is received by the Hospital and shall remain so until December 31 of each year. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- 13.07** An employee selected as a result of a posted vacancy need not be considered by the Hospital for a further vacancy for a period of up to six (6) months from the date of his/her appointment to the posted position.

Article 14. PROVISIONS OF WORK

- 14.01** The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

Article 15. RPN Registration

15.01 A Registered Practical Nurse (RPN) is an individual who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.

A Registered Practical Nurse (RPN) is required to show proof of a General Certificate of Registration with the College of Nurses of Ontario and must present their current General Certification to their employer prior to February 15th of each year.

A Registered Practical Nurse (RPN) who is employed with the Employer and is without a current General Certification of Registration after February 15th of each calendar year shall be placed on non-disciplinary suspension until the production/confirmation of current General Registration. Upon presentation of such evidence, an RPN will be reinstated. Failure to do so within ninety (90) days of being placed on non-disciplinary suspension will result in termination, as the RPN is no longer qualified. Such termination shall not be the subject of a grievance or arbitration.

Article 16. HOURS OF WORK

16.01 For shifts affected by the change from Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate. It is understood that the reference to "regular straight time hourly rate" does not preclude an employee from receiving a premium under the agreement that he/she qualifies for with the exception of overtime premium.

16.02 The parties agree to waive normal scheduling procedures where seniority is a governing factor between December 20th to January 5th of each year. Scheduling assignments will be alternated from year to year for Christmas Day, Boxing Day period and New Year's Day.

16.03

- (a) Two (2) paid rest periods of fifteen (15) consecutive minutes and an unpaid meal period of thirty (30) minutes shall be provided during each workday;
- (b) Employees working a shift less than seven and one half (7½) consecutive hours in duration, will be allowed a rest period of fifteen (15) consecutive minutes without any loss of pay within every three and three-quarter (3 ¾) hours of work.

- (c) Upon mutual agreement between the Employer and the employee, daily rest periods may be taken together.

- 16.04** Requests for change of shift between employees within the nursing units or service departments must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date, and be signed by both employees before the manager or designate can process the request. Requests for exchange of shifts will not be unreasonably denied. Shift exchanges must be approved by the Manager or designate. It is understood that such changes will not result in overtime payments, excluding shift and weekend premiums.
- 16.05** An employee who is called in to work a seven and one half (7½) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called, will be paid for the full shift.
- 16.06** It is agreed that regular work schedules shall not include split shifts.
- 16.07** If the Employer cancels a shift of an employee, the Employer shall give the employee twelve (12) hours notice before the start of the shift. The changing of a shift for another is not considered a cancellation of a shift.

FULL-TIME Article 16 Hours of Work

- 16.08** The normal hours of work shall average thirty-seven and one-half (37½) hours of work per week over the scheduling period, seven and one-half (7½) hours of work daily, exclusive of unpaid meal period.
- 16.09** It is understood that employees may be required to work more than five (5) days continuously to provide for days off on a consecutive rotation basis. For purposes of computing time, Monday shall be considered the first day of the calendar week.
- 16.10** It is agreed that days off of the employees shall be on a consecutive rotation basis provided no premium payment for overtime shall be involved.
- 16.11** The Employer will schedule a minimum of twelve (12) hours off between regularly scheduled shifts unless otherwise mutually agreed to by the employer and employee. It is agreed that regular work schedules shall not include split shifts.
- 16.12** Schedules will be posted at least two (2) weeks in advance and cover at least six (6) weeks
- 16.13** The Employer will schedule two (2) weekends out of four (4) weekends off for employees unless otherwise mutually agreed to between the parties. It is understood that the word "weekend" is defined as being from 2300 hours Friday and 2400 hours Sunday.

- 16.14** A period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts shall be scheduled off following scheduled night shifts.
- 16.15** The Employer shall provide at least twenty-four (24) hours notice of change of schedule to the employee concerned and in any event, the Employer will endeavour to keep such changes to a minimum. If the schedule changes are made without such notice, the first altered shift worked by an employee within the twenty-four (24) hour period shall be paid at the rate of one and one-half his/her regular rate of pay.

PART-TIME Article 16 Hours of Work

- 16.16** The hours of work will be as scheduled by the Employer. For purposes of computing time, Monday shall be the first shift of the calendar week.
- 16.17** The Employer shall provide at least twelve (12) hours notice of change of schedule to the employee concerned and in any event, the Employer will endeavour to keep such changes to a minimum. If the schedule changes are made without such notice, the first altered shift worked by an employee within the twenty-four (24) hour period shall be paid at the rate of one and one-half his/her regular rate of pay.

16.18 **Part-Time Scheduling**

- (a) Scheduling shall be determined by the Employer to maintain adequate and capable employees in order to provide proper care and coverage subject to the provisions of this Agreement.
 - (b) Schedules will be posted two (2) weeks in advance and cover at least six (6) weeks.
- (i) Part-time employees will be expected to be available:
 - twelve (12) months per year, less two (2) weeks vacation entitlement;
 - to work two (2) weekends in three (3);
 - to work alternating Christmas period (includes Christmas Day and Boxing Day) or New Year's Day.
 - (ii) Prior to the posting of the schedule, hours will be distributed equitably between employees within the classification within the unit/department over the posted schedule taking into consideration an employee's non-availability, and ability to do the work in accordance with their restrictions.
 - (iii) The Hospital will provide part-time employees with forms to indicate shifts they are not available to work. The part-time employee will submit the completed form by 1500 hours on the Friday, four (4) weeks prior to the

posting of the schedule. A part-time employee, when submitting the form, must indicate their non-availability for all shifts. If the non-availability sheet is not submitted, the employee will be scheduled on the premise that they are available.

- (iv) In the event that a staff member becomes unavailable and they are not currently scheduled to work, it is the employee's responsibility to notify the Manager or designate to the change of their non-availability.
- (v) Notwithstanding 16:18 (iii) above, part-time employees shall submit the non-availability form for the time block which includes July 1st to the time block which includes Labour Day (summer period). The forms will be submitted by March 1st to plan for the vacation schedule.
- (vi) Following the posting of the schedule, hours will be assigned based on a sequential basis by rotation through seniority, considering an employee's non-availability and ability to do the work in accordance with their restrictions. Part-time employees shall be placed on a call-in list in order of seniority. A record of call-ins shall be available to staff and will be kept up-to-date in all departments on a weekly basis by Wednesday noon of each week. The most current seniority list will be used.
- (vii) A shift will be deemed offered when a call is placed to an employee. If an employee accepts or declines, the offer will be recorded as a shift worked. If an employee notifies their Employer they are not available, there is no obligation on the Employer to try to contact the employee. It is expected that an employee will work all scheduled shifts.
- (viii) An employee who accepts an offered shift from the Employer will work the shift offered by the Employer, unless arrangements satisfactory to the Employer are made.
- (ix) New employees hired between posting of a new call-in list will be placed at the end of that list.
- (x) Employees who have an alternative classification(s) are scheduled or called after those employees in the classification have been considered.
- (xi) RPN's in one unit/department working in another unit/department will be scheduled or called after those RPN's in that unit/department have been considered.

16.19

- (a) Once a part time employee has commenced working a scheduled shift and such shift is cancelled before completion, the affected employee may, if they choose, bump the most junior person within their classification if they can perform the duties.

- (b) Where an employee has his or her shift cancelled, the employee shall not be entitled to displace another employee

Article 17. JOB SHARE

- 17.01** Job Sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of a full-time position. An incumbent full-time employee who wishes to share his/her position must make application to the Hospital. Where this is approved, it is agreed that his/her half of the position will not be posted; however, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- 17.02** Once a full-time employee has indicated their desire to job share, the part-time component of that arrangement shall be determined subsequent to a posting as per the Collective Agreement.
- 17.03** Job sharers shall be considered part-time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this Article.
- 17.04** It is agreed and understood that no more than two (2) full-time positions or one-third (1/3) of the full-time positions, whichever is greater on each unit/department, shall be open to a potential job sharing arrangement.
- 17.05** Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Manager or designate for approval and posting.
- 17.06** Each job sharer shall be responsible for normal coverage of their partner's vacation up to fulltime hours.
- 17.07** The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized.
- 17.08** Job sharers will be expected, on a reasonable basis, to cover leaves of absence including sick leave of their partner, up to full-time hours. If the partner is unable to cover the entire leave, he/she must inform his/her Manager or designate. Those shifts which the partner is unable to cover, the Hospital will provide the necessary coverage.
- 17.09**
 - (a) In the event the former full-time employee leaves the current position, the position shall be posted as a full-time position and the part-time employee reverts to a part-time position.

- (b) In the event the part-time employee leaves the position, the former full-time partner has the option of reverting to full-time or remaining as a job sharer. If they choose job sharing, the part-time component of the job share position shall be posted as per the Collective Agreement.

17.10 **Discontinuation**

- (a) It is understood and agreed that a full-time employee may discontinue the job sharing arrangement with eight (8) weeks written notice to the Manager or designate and revert to his/her full-time position. Such job sharer's partner shall consequently, revert to a part-time position.
- (b) Any transfers or changes of status of an employee resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff under the terms of the Collective Agreement.
- (c) The agreement to job share will remain between both employees so long as they are compatible, and the needs of the unit/department are met. If either of these two criteria are not met, there will be consultation between the job sharers, Manager or designate and Union to attempt to resolve the issue or dissolve the partnership.

17.11 In the event of a layoff, it is agreed that job sharers from the full-time will be listed on the fulltime seniority list and likewise, the part-time on the part-time seniority list.

Article 18. OVERTIME CONDITIONS

18.01

- (a) Any hours worked in excess of seven and one-half (7½) hours per day or in excess of an average of thirty-seven and one-half (37½) hours per week over the scheduling period, and authorized by a Manager as an emergency, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.

FULL-TIME Article 18 Overtime Conditions

18.02 Any hours worked on a normally scheduled day off and authorized by a Manager, will be paid for at the rate of time and one-half, computed at the regular rate for the job classification unless the employee has been absent without approval during the week in which such day worked falls.

- 18.03** Overtime payment shall be made on the basis of either daily or averaged weekly overtime hours worked, but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked. Hours worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computations.
- 18.04** On rotation of shifts, if an employee is required to work more than one shift within a twenty-three (23) hour period, the hours worked in the second shift will be paid at time and one-half.
- 18.05** Where an employee has worked and accumulated approved overtime hours, the employee will have the option of electing payment or to bank the time equivalent to the applicable overtime rate. If time off has been opted for, the employee must take a full shift if coverage is required. Partial shifts are allowed only if no coverage is required. A maximum of 36 hours can be banked.
- 18.06** Subject to the need for assigning work to an employee who is qualified and has the ability to do the job with a minimum of delay, the Employer will, distribute overtime on an equitable basis. Overtime will be distributed between full-time and part-time employees within the unit/department and classification based on posted seniority, on a rotational basis.

In order to be equitable, the next overtime call will be on a sequential basis by rotation on the posted seniority list.

This does not apply to an employee required to work longer than their normal daily shift.

PART-TIME Article 18 Overtime Conditions

- 18.07** Where an employee has worked and accumulated approved overtime hours, the employee will have the option of electing payment or to bank the time equivalent to the applicable overtime rate.
- A maximum of 36 hours can be banked. An employee may request a pay-out by submitting written request (preferably e-mail) at least one week prior to the pay issue date.
- Any hours over and above the 36 hours will be automatically paid out.

Article 19. SHIFT PREMIUM

- 19.01** Upon ratification, an employee will be paid a shift premium of sixty cents (\$0.60) per hour for each hour worked, when the majority of such hours so worked falls between 1500 and 0800 hours the following day.

- 19.02** Effective April 1, 2006, an employee will be paid a shift premium of sixty-five cents (\$0.65) per hour for each hour worked when the majority of such hours so worked falls between 1500 and 0800 hours the following day.
- 19.03** Effective April 1, 2007, an employee will be paid a shift premium of seventy cents (\$0.70) per hour for each hour worked when the majority of such hours so worked falls between 1500 and 0800 hours the following day.

Article 20. WEEKEND PREMIUM

- 20.01** Upon ratification, an employee shall be paid a weekend premium of sixty-five cents (\$0.65) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 20.02** Effective April 1, 2006, an employee shall be paid a weekend premium of seventy cents (\$0.70) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 20.03** Effective April 1, 2007, an employee shall be paid a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 20.04** In regards to the new Weekend Premium provision, it is agreed that an employee may receive both a shift premium as well as a weekend premium for the same hours where he/she meets the criteria for each premium under the agreement and this would not constitute "pyramiding" under the agreement.

Article 21. SUPERVISORS WORKING

- 21.01** Supervisors will not routinely perform work which is normally performed by those under their supervision, except in case of emergency or for the purpose of instructing employees.
- 21.02** Persons 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 an emergency when regular employees are not readily available.

Article 22. REST PERIOD

- 22.01** Regular full-time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7½) hour shift.

Other employees (including employees who work shifts in excess of seven and one half (7½) hours) shall be entitled to paid rest periods of fifteen (15) minutes for each three and three quarters (3 3/4) hours of work during their shift.

Article 23. PAID HOLIDAYS

- 23.01** Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.
- 23.02** A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This Article will apply notwithstanding any other article in this Agreement.

FULL-TIME Article 23 Paid Holidays

- 23.03** An employee who qualifies under Article 23:05 hereunder shall receive the following paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Third Monday of February	Canada Day (July 1)	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday (Effect 1989)	Labour Day	Boxing Day

- 23.04** Holiday pay is defined as the amount of regular straight time, hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.
- 23.05** In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his/her working days immediately preceding and immediately following the holiday concerned unless the employee is absent due to:
- (a) illness or accident which commenced in the current or previous pay period in which the holiday occurred;
 - (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
 - (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
 - (d) vacation granted by the Hospital;
 - (e) the employee's regular scheduled day off.

- 23.06** An employee who qualifies and is required to work on any of the above named holidays, will receive either:
- (a) pay for all hours worked on such day at the rate of one and one-half ($1\frac{1}{2}$) times his/her regular straight time rate of pay in addition to his/her regular straight time rate of pay. An employee wishing to be paid should advise their supervisor they wish to be paid prior to the statutory holiday; or
 - (b)
 - (i) pay at the rate of one and one-half ($1\frac{1}{2}$) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. The employee may elect to bank up to a maximum of five (5) earned lieu days of seven and one-half ($7\frac{1}{2}$) hours each (i.e. a total of 37.5 hours); Notwithstanding the above, the Employer may grant a special request from an employee to increase their bank of lieu days. The employee shall specify in the request to the Manager the purpose for which they are seeking the increase. Such request will not be unreasonably denied.
 - (ii) if the bank exceeds thirty seven and one-half ($37\frac{1}{2}$) hours, the excess time will be paid out;
 - (iii) withdrawals from the "bank" may be made in amounts of seven and one-half ($7\frac{1}{2}$) hours or eleven and one-quarter ($11\frac{1}{4}$) hours only and are to be taken at a time that is mutually agreeable to the Hospital. An earned seven and one-half ($7\frac{1}{2}$) hour lieu day will be deposited into the employee's "bank" following the paid holiday in respect of which it was earned.
- 23.07** An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 23.08** If a paid holiday falls during an employee's vacation, his/her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 23.09** If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 23.10** Effective January 15, 1992, an employee entitled to holiday pay shall not receive sick leave pay to which he/she may otherwise have been entitled.

PART-TIME Article 23 Paid Holidays

- 23.11** An employee who is required to work on any of the following Hospital Holidays will receive pay at the rate of one and one-half ($1\frac{1}{2}$) the employee's regular straight time hourly rate of pay for work performed on such a holiday.

New Year's Day	Victoria Day	Thanksgiving Day
Third Monday of February	Canada Day (July 1)	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday (Effect 1989)	Labour Day	Boxing Day

Article 24. TRANSFER OF SERVICE CREDITS

FULL-TIME Article 24 Transfer of Service Credits

- 24.01** Effective April 1, 2005, a part-time employee who transfers on or after January 1, 1984 to the fulltime bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the part-time bargaining unit for the purpose of progression on the wage scale (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula:

1,650 hours worked = one (1) year of full-time service

- 24.02** A part-time employee who transfers on or after this date to the full-time bargaining unit shall be given credit for service accumulated in the part-time bargaining unit for the purpose of progression on the vacation pay scale according to the formula established for progression on the vacation pay scale:

1,650 hours worked = one (1) year of full-time service

- 24.03** A part-time employee, who transfers on or after this date to the full-time bargaining unit to work in another classification, will be placed at the start of the wage grid.

PART-TIME Article 24 Transfer of Service Credits

- 24.04** A full-time employee who transfers to the part-time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the wage scale (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula:

1,650 hours worked = one (1) year of full-time service

24.05 A full-time employee who transfers to the part-time bargaining unit shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the vacation pay scale (provided that as a part-time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

24.06 A full-time employee who transfers to the part-time bargaining unit to work in another classification, will be placed on the wage grid in accordance with the provisions of the Agreement dealing with transfer and promotion.

Article 25. VACATION

FULL-TIME Article 25 Vacation

- 25.01** Effective May 1, 2002 employees working for the Hospital in the twelve month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- (a) Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as the pay period immediately preceding April 30th.
 - (b) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at his/her regular straight time hourly rate.
 - (c) An employee with more than five (5) years of continuous service but less than fourteen (14) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at his/her regular straight time hourly rate.
 - (d) An employee who has completed more than fourteen (14) years of continuous service but less than twenty-three (23) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at his/her regular straight time hourly rate.
 - (e) An employee who has completed twenty-three (23) or more years of continuous service as of April 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at his/her regular straight time hourly rate.

25.02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

25.03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.

25.04 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to him/her at the time of his/her termination as provided herein.

25.05

- (a) Vacations shall not be cumulative from vacation year to vacation year, with the vacation year being May 1st to April 30th. Notwithstanding the above, the Employer may grant a special request from an employee to carry-over a maximum of five (5) vacation days into the next year. The employee shall specify in the request to the Employer the purpose for which they are seeking the carry-over. Such request will not be unreasonably denied.
- (b) The Employer will post the vacation planners by March 1st of each year. Full-time employees will submit their vacation requests by March 31st. Finalized vacation schedules will be posted on May 1st of each year.

Individual days will be considered once the block booking has been reviewed.

The original vacation planners will be re-posted in September of each year.

25.06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he/she is entitled to receive on the paydays occurring during the employee's vacation period.

25.07

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a

Hospital, the period of such hospitalization shall be considered sick leave.

- (c) 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.

PART-TIME Article 25 Vacation

25.08 All part-time employees shall be paid vacation pay based on the following formula:

Start of employment	4% of earnings
More than 1,650 hours worked	6% of earnings
More than 8,250 hours worked	8% of earnings
More than 23,100 hours worked	10% of earnings
More than 37,950 hours worked	12% of earnings

Article 26. LEAVE OF ABSENCE

26.01 Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared, having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

Three (3) unpaid Personal Days will be granted per year with short notice. The purpose of the three days is to deal with employees' personal scenarios; for example, a sick child.

If the employee needs to alter their work day to accommodate a short notice appointment, the employee should speak with their manager so arrangements can be made.

It is understood that this clause will not be in addition to any clause under the Employment Standards Act.

26.02 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a bereavement of an immediate family member, shall be granted up to thirty-seven and one half (37.5) consecutive working hours off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral. "Immediate family" means spouse, common-law spouse, partner of the same sex, child or step-child and parents.

Up to twenty-two and one half (22.5) consecutive working hours shall be granted off, without loss of regular earnings for their scheduled hours in conjunction with the day of the funeral for other members of their family including step-parents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law and daughter-in-law.

The leave provided for in this article must be taken within seven (7) calendar days of the funeral of the deceased.

- (b) Spouse refers to the employee's current husband or wife, or common-law husband or wife, and does not include legally separated or divorced spouse and their immediate family. Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant a paid or unpaid bereavement leave.
- (c) In the event of the death of the employee's niece, nephew, aunt, uncle and grandparent-in-law, the employee, upon notification to the Hospital, will be granted one (1) day's leave without loss of regular earnings for the purpose of attending the funeral.
- (d) The Employer, upon request, may extend such leave with or without pay where an employee does not qualify under the above noted definition.

26.03 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act 2000, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service. The employer agrees to provide a pregnancy leave up to seventeen (17) weeks for a pregnant employee.
- (b) It is agreed that the union and the bargaining unit employee shall not be disadvantaged in any way by any amendments to

the Ontario Employment Standards Act and Regulations. For greater clarity, the Collective Agreement provisions shall prevail. Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.

- (c) In the event the Ontario Employment Standards Act 2000 and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.
- (d) 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 Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (e) The employee shall reconfirm her intention to return to work on the date originally approved in Article 26:03 (d) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (f) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer 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.
- (g) 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 severance pay benefits are not reduced or increased by payment received under the plan.
- (h) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees, such accumulation shall be on the basis of what the employee's normal regular hours of work as calculated in Article 26:03 (i) below.

- (i) The Employer will continue to pay its share of the premium contributions of subsidized employee benefits, including 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, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. For the purpose of calculating Supplemental Unemployment Benefits for part time employees, the calculation will be based on an average of the employee's gross earnings, including lieu and vacation pay, in the twenty six (26) weeks prior to their last day worked.
- (j) The employee shall be reinstated upon their return from pregnancy leave to her former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.
- (k) Pregnant employees may request to have their duties modified if, in the professional opinion of the employee's physician and upon consultation with the Occupational Health Unit, the pregnancy is at risk.

26.04 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act 2000, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) The Employer agrees to provide a parental leave of up to thirty-five (35) weeks for the birth mother and thirty-seven (37) weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or the adoption of a child.
- (c) It is agreed that the union and the bargaining unit employees shall not be disadvantaged in any way by the amendments to the Ontario Employment Standards Act 2000 and Regulations. For greater clarity, the Collective Agreement provisions shall prevail. Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for parental leave that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.
- (d) In the event the Ontario Employment Standards Act 2000 and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000,

each of such amended provisions shall be incorporated within this Collective Agreement.

- (e) An employee who qualifies for parent 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.
- (f) An employee who is an adoptive parent shall advise the Employer 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.
- (g) An employee who is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration maximum, as may be required by the adoption agency concerned. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (h) An employee shall reconfirm his/her intention to return to work on the date originally approved in Article 26:04 (e) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (i) 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 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. Such payment shall commence following completion of the two week employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of the Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
- (j) 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 severance pay benefits are not reduced or increased by payment received under the plan.
- (k) Credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental

leave, including an adoptive parent on parental leave as calculated in Article 26:04 (l) above.

- (l) The Employer 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-seven (37) weeks while the employee is on parental leave, including an adoptive parent on parental leave, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. For the purpose of calculating Supplemental Unemployment Benefits for part time employees, the calculation will be based on an average of the employee's gross earnings, including lieu and vacation pay, in the twenty six (26) weeks prior to their last day worked.
- (m) The employee shall be reinstated upon their return from parental leave to her former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.

26.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest or College of Nurses hearing 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 an employee's notification that he/she will be required to attend a court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

26.06 Full-time Position With Union

An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to three (3) years.

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 contributions to said benefits. The employee agrees to notify the

Hospital of his/her intention to return to work within six (6) weeks following the termination of office for which the leave was granted. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply only to one employee at a time and that the Union shall provide adequate notice prior to an employee commencing a Union Leave of Absence.

The Employer shall fill the vacant position as the result of the absence of an employee on a Union Leave of Absence as it sees fit. Employment of persons hired to replace employees who are on such leaves of absence will not exceed the length of the leave of absence. It is understood that the person hired from outside will cease to be employed upon the return of the employee and such release will not be subject to a grievance or arbitration. The Hospital will outline to an employee or employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

26.07 Leave of absence for Union business shall be given without pay up to a maximum of eighty (80) 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 eight (8) employees of the Hospital are absent on any such leave at the same time;
- (b) request must be made in writing, signed by a representative of the Union, at least ten (10) days prior to the commencement of the function for which leave is requested;
- (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 and benefits paid to the employee affected, all other employer costs and benefits associated with those wages to the CAW office for reimbursement of the amount stated.

26.08 **Education Leave**

- (a) The Employer agrees to pay an annual payment of \$500.00 for the term of this collective agreement into a special fund for the purpose of providing paid education leave. Such leave will be for

upgrading the employee's skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, CAW, effective from the date of ratification, and sent to the following address:

CAW National Secretary Treasurer
205 Placer Court
Toronto, ON M2H 3H9

- (b) The Employer further agrees that members of the bargaining unit, selected by the Union to attend such course, may be granted a leave of absence without pay provided the employee can be spared having due regard for the proper operation of the Hospital.

Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) month prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. Said leave of absence will not exceed twenty (20) days and shall be intermittent over a twelve (12) month period from the first day of leave.

26.09 Compassionate Care Leave

An unpaid, job protected Compassionate Care Leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 week period in accordance with Section 49.1 of the Employment Standards Act.

An employee who is on a Compassionate Care Leave shall continue to accumulate service and seniority.

FULL-TIME Article 26 Leave of Absence

26.10 Effect of Leave of Absence

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purpose under the Collective Agreement for the duration of such absence. The employee's service date is appropriately adjusted on a pro-rata basis, effecting benefit payments, salary, and vacation entitlement progression.

During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to prepay to the Hospital the full premium

of such subsidized employee benefits for the entire period of the leave, to ensure the employee's continued coverage.

In the event of an employee's absence without pay from the Hospital exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purposes under the Collective Agreement for the duration of such absence.

Notwithstanding the above, where an employee is on sick leave or receiving WSIB, or has qualified for WSIB and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months.

Note: The Maternity and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

26.11 Sick Leave & Long Term Disability

- (a) The following is effective April 1, 1982. 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 on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first month following the transfer, the existing sick leave plan shall be terminated and any provision relating to such plan shall be null and void except as to those provisions relating to pay-out 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/her regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (i) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (ii) Employees wanting their sick banks paid out are required to submit written application requesting such pay out. Pay outs will be processed within 6 months from the date the request was received and will be subject to all statutory deductions required by law.

- (iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his/her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he/she shall be entitled, on termination, to that portion of any unused sick leave dollars providing he/she subsequently achieves the necessary service to qualify him/her for pay-out under the conditions relating to such pay-out.
 - (iv) When an employee is absent by reason of incapacity or by reason of an accident occurring while on duty and an award is made by Workplace Safety and Insurance Board in respect thereof, such employee shall be entitled to receive the difference between his/her regular pay and the amount of such award up to, but not in excess of, his/her accumulated sick leave days.
 - (v) Any employee suffering a compensable injury will be paid for the first day of injury by the Hospital.
- (b) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the 4th and 5th absence only.
- (c)
- (i) To qualify and be paid sick leave, an employee must notify his/her Supervisor at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the a.m. shift, and two (2) hours if on the p.m. shift, except in the case of emergency. If no supervisory personnel can be reached within the employee's department, the message must be left on voice mail within the department or with the Switchboard Operator at the Hospital. This message must include the employee's name, position and reason for absence. Employees must also obtain the telephone operator's name in case of any confusion in the delivery of the message.
 - (ii) For RPN's Only: Four (4) hours notice for the p.m. shift.
- (d) HOODIP is designed for legitimate illness of the employee only and it is not to be accessed for personal reasons. When a sick leave is claimed, the employee may be required to furnish proof of illness by a medical certificate, and if it is not so furnished, he/she will not be entitled to sick leave pay providing the Employer may also take such other disciplinary action as may be deemed necessary.
- (e) Notwithstanding anything else contained in this Agreement, the Hospital will continue to pay its share of the sick leave and health and welfare premiums for:
- (i) up to fifteen (15) weeks for an employee who is off ill;

- (ii) up to twelve (12) months while an employee is on Workplace Safety and Insurance Board benefits.

- (f) An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting approval of a claim of Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/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 understanding satisfactory to the Hospital that all payments will be refunded to the Hospital following final determination of claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

Upon notification of a successful WSIB claim and receipt of monies by the Hospital, the employee's entitlement under the short-term portion of HOODIP or equivalent plan will be reinstated to the extent that it was utilized to cover the pre-approval period of the WSIB.

(g) Medical Opinion From Specialist

The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a physician in the specialty concerned and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination, the employee and/or the Union may make representation for the consideration of the physician concerned prior to release of his/her opinion. It is also agreed that the report of the specialist will be made available to the Union on request, providing the specialist and employee agrees. The parties are to mutually agree on the specialist.

PART-TIME Article 26 Leave of Absence

26.12 Pay For Educational Courses

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.

26.13 **Effect of Leave of Absence**

In the event of an employee's approved leave of absence without pay from the Hospital exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purposes under the Collective Agreement for the duration of such absence.

Notwithstanding the above, where an employee is on WSIB, or has qualified for WSIB and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months. Seniority will be calculated based on the average hours worked in the twenty-six (26) week period prior to the last day worked.

Article 27. **VIOLENCE AGAINST WOMEN**

27.01 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 healthcare professional), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident. 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.

Article 28. **REPORTING PAY**

FULL-TIME Article 28 Reporting Pay

28.01 Employees who report for any scheduled shift will be guaranteed at least three and three quarter (3 3/4) hours of work, or if no work is available, will be paid at least three and three quarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

PART-TIME Article 28 Minimum Allowance

MINIMUM ALLOWANCE

- 28.02** An employee scheduled to work and so reporting shall be assigned work for at least half of the hours scheduled, or will be paid at his/her regular straight time hourly rate of pay for a total of half of the hours scheduled, unless he/she has refused to perform any work assigned.
- 28.03** This provision shall not be applicable, if the employee, after not working on his/her immediately preceding scheduled shift, has so reported without having notified the Employer of his/her availability to work.

Article 29. CALL BACK

FULL-TIME Article 29 Call Back

- 29.01** An employee called back to work after leaving the premises who reports to work outside his/her normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half his/her regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.
- 29.02** In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 29:01.
- 29.03** An employee who is called in to work a seven and one-half (7½) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called and who works at least six and one half (6½) hours of that shift, will be paid for the full shift.

An employee who is called in to work an eleven and one-quarter (11 1/4) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called and who works at least ten and one-quarter (10 1/4) hours of that shift, will be paid for the full shift.

PART-TIME Article 29 Emergency Work

EMERGENCY WORK

29.04 An employee called back to perform emergency work after completing his/her regular shift, and after having left the Hospital, shall be paid for a minimum of three (3) hours or the hours available prior to his/her next scheduled shift, whichever is the lesser at the rate of time and one-half, computed at the regular straight time hourly rate for the job classification.

29.05 An employee who is called in to work a seven and one-half (7½) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called and who works at least six and one half (6½) hours of that shift, will be paid for the full shift.

An employee who is called in to work an eleven and one-quarter (11 1/4) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called and who works at least ten and one-quarter (10 1/4) hours of that shift, will be paid for the full shift.

There is no guarantee of work.

Article 30. STAND-BY PAY

30.01 Upon ratification, when an employee is required to be on stand-by duty, the employee shall receive two dollars and seventy-five cents (\$2.75) per hour for each hour of stand-by, in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by.

30.02 Effective April 1, 2006, when an employee is required to be on stand-by duty, the employee shall receive three dollars (\$3.00) per hour for each hour of stand-by, in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by.

Article 31. SUPERVISORY PAY

(Part-time - Responsibility Allowance)

- 31.01** When an employee relieves in a supervisory position for the majority of the seven and one half (7½) hour shift or more on a continuous basis which has been authorized by the Hospital, he/she shall be paid ten percent (10%) per hour extra for each shift so worked in such supervisory position.

Article 32. JOB ASSIGNMENT

FULL-TIME Article 32 Job Assignment

- 32.01** When a non-supervisory job is filled for the majority of a seven and one-half (7½) hour shift or more on a continuous basis which has been authorized by the Hospital, any employee assigned to fill such vacancy shall receive in addition to his/her regular rate of pay, the difference between the rates of pay for the two jobs if the job to which the employee is transferred is of a higher rate, for all hours so worked in such higher rated non-supervisory job.
- 32.02** Upon ratification, where the hospital assigns an employee to carry out the responsibilities of a Charge Hand, that employee shall receive for each hour so assigned seventy cents (\$0.70) per hour in addition to the regular straight time hourly rate for his/her classification as set out in Schedule "A" of the Collective Agreement.

PART-TIME Article 32 Job Assignment

- 32.03** When a non-supervisory job is filled for a period of one (1) day or more, any employee transferred to fill such vacancy shall receive in addition to their regular straight time hourly rate of pay, the difference between the rates of pay for the two jobs if the job to which the employee is transferred is of a higher rate.

Article 33. MEALS

- 33.01** Each employee shall be allowed thirty (30) minutes for meals on his/her own time, whenever practicable. Meals must be eaten in the room or space provided by the Employer, unless special permission is obtained otherwise by the individual employee.

33.02 Operating Room Technician Meal Allowance

An employee working in the Operating Room will be granted a meal allowance of \$5.00 if called upon to work two (2) hours of overtime.

Article 34. UNIFORMS

FULL-TIME Article 34 Uniforms

34.01

- (a) Upon ratification where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer. The Employer will pay an annual clothing allowance of ninety dollars (\$90.00) to each such employee, \$45.00 of which is to be paid during the first week of January of each year, and \$45.00 of which is to be paid during the first week of July.
- (b) Where an employee is required to wear safety footwear in compliance with the Occupational Health & Safety Act, such footwear shall be paid for by the Employer, up to the sum of eighty dollars (\$80.00) per twelve (12) month period. The Employer shall make the effort to have a safety footwear representative visit the job site for fitting of footwear. The employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such footwear in good condition and it is understood that the footwear is to be used during the course of the employee's duties at work only. In the event that the footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Employer shall replace such footwear at the Employer's expense.

34.02 Rubber gloves will be supplied for employees performing dishwashing duties.

PART-TIME Article 34 Uniforms

- 34.03** Effective April 1, 2001 where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer, and the Employer shall either supply and launder the uniforms or provide a uniform allowance of five (5) cents per hour paid to each employee required to wear a uniform.
- 34.04** Where an employee is required to wear safety footwear in compliance with the Occupational Health & Safety Act, such footwear shall be paid for by the Employer up to the sum of eighty dollars (\$80.00) per 1,650 hours worked. The Employer shall make the effort to have a safety footwear representative visit the job site for fitting of footwear. The employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such footwear in good condition, and it is understood that footwear is to be used during the course of the employee's duties at work only. In the event that the footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Employer shall replace such footwear at the Employer's expense.

Article 35. HEALTH & WELFARE PROGRAM

- 35.01** The Employer agrees to pay one hundred percent (100%) of the billing rate of billing received of the Ontario Health Insurance Plan (OHIP) for all employees eligible under the Plan.

FULL-TIME Article 35 Health & Welfare Program

- 35.02**
- (a) Effective the first billing period following ratification, the Employer agrees to pay one hundred percent (100%) of the billing rate of billings received of the Group Life Insurance Plan for employees eligible under the Plan.
 - (b) Permanent part-time employees will be insured for a \$10,000 group life insurance benefit. The employer will pay 100% of the billing rate.
- 35.03** The Employer agrees to pay seventy-five percent (75%) of the billing rate of billings received of the Blue Cross Extended Health Care Plan (\$10.00-\$20.00 deductible) for employees eligible under the Plan with coverage to include glasses at a maximum of \$100.00 every 24 months and hearing aids to a maximum of \$300.00. Effective January 1, 1987, the provision for private duty nursing services contained in the Plan shall be limited to a maximum of ninety (90) eight (8) hour shifts per year.

Effective April 1, 2002, vision coverage will be a maximum of \$150.00 every 24 months for eligible employees under the Plan.

Upon ratification, Vision coverage will be a maximum of \$200.00 every 24 months, hearing aids to a maximum of \$500.00 lifetime, Massage therapy a maximum of \$200.00 per year, and Physiotherapy a maximum of \$400.00 per year.

35.04 The Hospital shall contribute fifty percent (50%) of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9 Current O.D.A. Schedule or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

Effective January 15, 1992 the Hospital shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9 or its equivalent - 1 year lag on the current O.D.A. Schedule) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

Effective the date of renewal, Dental recall changes from six (6) months to nine (9) months recall.

Effective April 1, 2002, the addition of orthodontics to the above plan on a fifty-fifty (50/50) co-pay system to a maximum of \$1,000 per lifetime, per person, for eligible participating employees.

35.05

- (a) Effective the first billing period following ratification, the Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

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

35.07 The policy of the Hospital to make available pension coverage for its employees subject to the provisions of the Plan will be continued during the term of this Collective Agreement.

35.08 Effective January 15, 1992, the benefit plans contained in Article 35:03 will be amended to cover dependents until age twenty-five (25) while those dependents are still attending postsecondary institutions.

35.09 Effective April 1st 2005, a full time employee who retires prior to age 65 and is in receipt of HOOPP benefits, is entitled to remain on the hospital Benefit Plans (Dental, Extended Health and semi-private coverage) provided that the employee is currently enrolled in the Benefit Plans at the time of retirement, until age 65. The monthly premium rates will be shared with the employee paying 50% and the employer paying 50%. The retired employees will at all times have three post dated cheques on file with the hospital Payroll department. Coverage will be cancelled in the event of non-payment of the employee share of the monthly premium, and coverage will not be reinstated.

Should an employee elect not to continue his/her participation or later opt out of this coverage, the employee cannot rejoin the plan at any future date.

PART-TIME Article 35 Health & Welfare Program

35.10 An employee shall receive in lieu of health and welfare benefits, holiday pay and income protection, a premium of thirteen percent (13%) of his/her regular straight time hourly rate for each hour worked. Article 23 deals with employees working on a paid holiday and is in addition to this article.

35.11 Effective April 1, 2002, an employee shall receive in lieu of health and welfare benefits, holiday pay and income protection, a premium of fourteen percent (14%) of his/her regular straight time hourly rate for each hour worked. Article 23 deals with employees working on a paid holiday and is in addition to this article.

For greater certainty, it is agreed and understood that this premium in lieu of benefits shall not be included in any hourly or other rate on which a multiple of time and one half or any other multiple is applied for purposes of computing overtime worked, work performed on a Hospital Holiday, or otherwise.

Article 36. JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

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

36.02

- (a) 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 (1) representative selected or appointed by the Union from amongst bargaining unit employees. At no time shall the number of Employer representatives be allowed to outnumber the number of employee representatives.

- (b) Two (2) Co-chairpersons shall be elected by and from the members of the committee. One (1) Co-chair shall be an employee member; the other shall be an Employer member.
- (c) Any representative appointed or selected in accordance with 36:02 (a) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Occupational Health & Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, or on their scheduled days off, will be deemed to be at work, for which the employee shall be paid their regular or premium rate of pay.

36.03 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.

36.04 Without limiting the generality of the foregoing, the committee shall:

- (a) determine that inspections have been carried out at least once a month by the Co-chairs or designates;
- (b) recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions;
- (c) consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted;
- (d) hold meetings every second month or more frequently at the call of the Chair if required, for the review of:
 - (i) reports of current accidents and occupational diseases, their causes and means of prevention;
 - (ii) remedial action taken or required by the reports of investigations or inspections;
 - (iii) any other matters pertaining to health and safety;
- (e) record the minutes of the meetings, distribute to committee members and post on the Occupational Health & Safety bulletin board;

- (f) committee members are entitled one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting, such time as is necessary to attend meetings of the committee, and such time as is necessary to carry out inspections and investigations under Subsection 9(26), 9(27) and 9(31) of the "Act". Those members attending to such duties on their regular days off will be deemed to be at work, and will be paid for their time at their regular or premium rate of pay.

- 36.05** The Joint Occupational Health & Safety Committee shall be provided with the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid with lost workdays, and the incidence of occupational injuries.
- 36.06** The Employer agrees that the Joint Occupational Health & Safety Committee will have the right to investigate complaints related to indoor air quality/molds /ventilation.
- 36.07** If incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Occupational Health & Safety Committee meetings. The Employer will promptly take action to address the legitimate health and safety concerns of employees presented.
- 36.08** The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 36.09** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 36.10** Union health and safety staff or union health and safety consultants shall be provided access to the workplace and to attend meetings of the Joint Occupational Health & Safety Committee or committee business (i.e. inspecting, investigating), provided prior notice of at least ten (10) calendar days and approved by the Employer.
- 36.11** An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the rest of the shift at his/her regular rate of pay.

Such employee shall be provided with transportation to his/her doctor's office or hospital and to his/her home, when not fit to drive.
- 36.12** Where possible, each year on April 28 at 1100 hours, the Employer will observe the memory of workers killed or injured on the job with one (1) minute of silence.

Article 37. PREMIUM PAYMENTS

37.01 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

Article 38. JOB CLASSIFICATION & RATES

38.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement, effective starting on the dates indicated.

38.02 A job classification will not be changed for the purpose of evading payment of the minimum rates herein set out, but in the event of necessity and after consultation with the Union, the right is reserved to the Employer to create new classifications or to abolish or otherwise vary present classifications and to fix rates accordingly.

38.03 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. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour 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 the date that notice of the 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 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, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

Article 39. ACCESS TO PERSONAL FILE

39.01 An employee shall, upon written request made reasonable time before the time of viewing, have an opportunity to view his/her personal file in the presence of the Director, Human Resources or his/her designate. The information the employee may review will be:

- (a) application form;
- (b) written evaluations;
- (c) formal disciplinary notations;
- (d) incident reports.

Article 40. BULLETIN BOARDS

- 40.01** The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/union membership.

Article 41. CONTRACTING OUT

- 41.01** Persons 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 where regular employees are not available.

The Employer 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.

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Employer 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:

- (a) to employ the employees thus displaced from the Employer; and
- (b) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer'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 Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

41.02 Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth, and the requirements of the applicable law.

Article 42. DEFINITION OF A DAY WORKED

42.01 For the purpose of this Agreement, in the case of shift work, a day worked shall be deemed to be the day on which employment began.

Article 43. DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

43.01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

Article 44. DEROGATORY NOTATIONS

44.01 Derogatory notations against the conduct record of any employee more than eighteen (18) months from the date of such notation will not be considered as forming part of the conduct record of the employee.

Article 45. RETROACTIVITY

45.01 The first year wage increase shall be effective as and from April 1, 2005 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the mailing of the notice in which to claim from the Hospital any adjustment to their remuneration. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification or release of the award to the parties as the case may be.

Article 46. DURATION

46.01 This Agreement shall remain in effect until and including March 31, 2008 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

46.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry of the Agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new Collective Agreement.

Article 47. NEW ACCOMMODATION

47.01 The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.

Article 48. SELF-SCHEDULING

48.01 It is mutually agreed in principle to the concept of self-scheduling. Should the Hospital or the employees wish to implement self-scheduling in a particular service area, they shall do so according to the following criteria, initially on a test basis:

- (a) Seventy-four percent (74%) of the employees must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test.
- (b) The test period shall be for six (6) months, after which the employees will again indicate by a seventy-four percent (74%) vote by secret ballot their desire to continue or discontinue self-scheduling.
- (c) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days. It is understood that employees will not receive compensation for scheduling related duties.
- (d) The self-scheduling schedules shall be submitted to the manager for review and approval one (1) week prior to posting of the schedule to ensure that appropriate coverage is maintained. The manager's approval of self-scheduling shall not be unreasonably withheld. Each employee will submit non-availability forms along with the completed schedule.

- (e) Self-scheduling may be cancelled by either the Hospital or the bargaining unit upon a minimum of eight (8) weeks' written notice to the other party.
- (f) Self-scheduling, including scheduling guidelines, shall comply with all the provisions of the collective agreement in all respects including 16:08 (b) (ii). It is expected that all known needs will be covered by the self-scheduling.
- (g) In the event that self-scheduling is continued following the test, the Hospital and bargaining unit shall meet prior to the end of the test period in order to discuss the terms of the continuation.
- (h) Prior to instituting self-scheduling on a continuing basis in a service area, the bargaining unit will be provided with a copy of the self-scheduling guidelines.
- (i) Guidelines will be kept with CAW Union/Management minutes.

SIGNED at _____ this _____ 2005

FOR THE HOSPITAL

FOR THE UNION

SCHEDULE A**JOB CLASSIFICATION AND RATES OF PAY EFFECTIVE – APRIL 1, 2005****FULL-TIME AND PART-TIME**

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.
RPN	22.416	22.523	22.601	22.686
CS ASSISTANT	17.832	17.919	18.001	18.105
HEALTH CARE AIDE	17.832	17.919	18.001	18.105
ORDERLY	17.762	17.850	17.954	18.037
ORTHOPAEDIC TECH REG.	18.149	18.237	18.339	18.413
ORTHOPAEDIC TECH, NON REG.	17.779	17.864	17.967	18.051
O.R. TECHNICIAN	22.416	22.523	22.601	22.686
PHARMACY ASSISTANT	19.267	19.451	19.618	
PHYSIO/OT ASSISTANT	17.832	17.919	18.001	18.105
CLEANER HEAVY	17.032	17.119	17.204	
CLEANER LIGHT	17.032	17.119	17.204	
CLEANER	17.032	17.119	17.204	
DIETARY AIDE	17.032	17.119	17.204	
PASTRY COOK, CERTIFIED	17.932	18.020	18.105	
PASTRY COOK, NON CERT.	17.485	17.572	17.657	
COOK 1, CERTIFIED	17.987	18.073	18.164	
COOK 1, NON CERT.	17.535	17.623	17.710	
COOK 2	17.032	17.119	17.204	
ENGINEER, 3RD CLASS	22.398	22.679		
PAINTER	19.249	19.441	19.615	
MAINTENANCE PERSON	19.267	19.451	19.618	
MAINTENANCE MECHANIC 2	22.147	22.416		
MAINTENANCE MECHANIC/HVAC	22.147	22.416		
GROUNDSPERSON	18.749	18.860	18.971	
CARPENTER	22.147	22.416		
DATA/COMMUNICATIONS	22.147	22.416		
ELECTRICIAN	22.594	22.865		
PLUMBER	22.594	22.865		
TRUCK DRIVER	17.794	17.900	17.987	
MAINTENANCE HELPER	17.587	17.673	17.758	
MATERIELS DISTRIBUTION ASSISTANT	17.794	17.900	17.987	
TRANSFILL PERSON	14.585	14.752	14.808	

JOB CLASSIFICATION AND RATES OF PAY EFFECTIVE

JUNE 2 2005

FULL-TIME AND PART-TIME

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.
RPN	22.766	22.873	22.951	23.036
CS ASSISTANT	17.832	17.919	18.001	18.105
HEALTH CARE AIDE	17.832	17.919	18.001	18.105
ORDERLY	17.762	17.850	17.954	18.037
ORTHOPAEDIC TECH REG.	18.149	18.237	18.339	18.413
ORTHOPAEDIC TECH, NON REG.	17.779	17.864	17.967	18.051
O.R. TECHNICIAN	22.766	22.873	22.951	23.036
PHARMACY ASSISTANT	19.267	19.451	19.618	
PHYSIO/OT ASSISTANT	17.832	17.919	18.001	18.105
CLEANER HEAVY	17.032	17.119	17.204	
CLEANER LIGHT	17.032	17.119	17.204	
CLEANER	17.032	17.119	17.204	
DIETARY AIDE	17.032	17.119	17.204	
PASTRY COOK, CERTIFIED	17.932	18.020	18.105	
PASTRY COOK, NON CERT.	17.485	17.572	17.657	
COOK 1, CERTIFIED	17.987	18.073	18.164	
COOK 1, NON CERT.	17.535	17.623	17.710	
COOK 2	17.032	17.119	17.204	
ENGINEER, 3RD CLASS	22.748	23.029		
PAINTER	19.249	19.441	19.615	
MAINTENANCE PERSON	19.267	19.451	19.618	
MAINTENANCE MECHANIC 2	22.497	22.766		
MAINTENANCE MECHANIC/HVAC	22.497	22.766		
GROUNDSPERSON	18.749	18.860	18.971	
CARPENTER	22.497	22.766		
DATA/COMMUNICATIONS	22.497	22.766		
ELECTRICIAN	22.944	23.215		
PLUMBER	22.944	23.215		
TRUCK DRIVER	17.794	17.900	17.987	
MAINTENANCE HELPER	17.587	17.673	17.758	
MATERIELS DISTRIBUTION ASSISTANT	17.794	17.900	17.987	
TRANSFILL PERSON	14.585	14.752	14.808	

**JOB CLASSIFICATION AND RATES OF PAY EFFECTIVE – APRIL 1, 2006
FULL-TIME AND PART-TIME**

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.
RPN	23.221	23.330	23.410	23.497
CS ASSISTANT	18.188	18.278	18.361	18.467
HEALTH CARE AIDE	18.188	18.278	18.361	18.467
ORDERLY	18.118	18.207	18.313	18.397
ORTHOPAEDIC TECH REG.	18.512	18.601	18.705	18.781
ORTHOPAEDIC TECH, NON REG.	18.134	18.222	18.327	18.412
O.R. TECHNICIAN	23.221	23.330	23.410	23.497
PHARMACY ASSISTANT	19.652	19.840	20.010	
PHYSIO/OT ASSISTANT	18.188	18.278	18.361	18.467
CLEANER HEAVY	17.373	17.461	17.548	
CLEANER LIGHT	17.373	17.461	17.548	
CLEANER	17.373	17.461	17.548	
DIETARY AIDE	17.373	17.461	17.548	
PASTRY COOK, CERTIFIED	18.290	18.381	18.467	
PASTRY COOK, NON CERT.	17.835	17.923	18.010	
COOK 1, CERTIFIED	18.346	18.435	18.527	
COOK 1, NON CERT.	17.886	17.975	18.064	
COOK 2	17.373	17.461	17.548	
ENGINEER, 3RD CLASS	23.203	23.489		
PAINTER	19.634	19.830	20.007	
MAINTENANCE PERSON	19.652	19.840	20.010	
MAINTENANCE MECHANIC 2	22.947	23.221		
MAINTENANCE MECHANIC/HVAC	22.947	23.221		
GROUNDSPERSON	19.124	19.237	19.350	
CARPENTER	22.947	23.221		
DATA/COMMUNICATIONS	22.947	23.221		
ELECTRICIAN	23.403	23.680		
PLUMBER	23.403	23.680		
TRUCK DRIVER	18.150	18.258	18.346	
MAINTENANCE HELPER	17.939	18.026	18.113	
MATERIELS DISTRIBUTION ASSISTANT	18.150	18.258	18.346	
TRANSFILL PERSON	14.877	15.047	15.105	

**JOB CLASSIFICATION AND RATES OF PAY EFFECTIVE – APRIL 1, 2007
FULL-TIME AND PART-TIME**

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.
RPN	23.801	23.913	23.995	24.084
CS ASSISTANT	18.643	18.735	18.820	18.929
HEALTH CARE AIDE	18.643	18.735	18.820	18.929
ORDERLY	18.570	18.662	18.771	18.857
ORTHOPAEDIC TECH REG.	18.975	19.066	19.173	19.251
ORTHOPAEDIC TECH, NON REG.	18.588	18.677	18.785	18.872
O.R. TECHNICIAN	23.801	23.913	23.995	24.084
PHARMACY ASSISTANT	20.143	20.336	20.510	
PHYSIO/OT ASSISTANT	18.643	18.735	18.820	18.929
CLEANER HEAVY	17.807	17.898	17.987	
CLEANER LIGHT	17.807	17.898	17.987	
CLEANER	17.807	17.898	17.987	
DIETARY AIDE	17.807	17.898	17.987	
PASTRY COOK, CERTIFIED	18.747	18.840	18.929	
PASTRY COOK, NON CERT.	18.280	18.371	18.461	
COOK 1, CERTIFIED	18.805	18.896	18.991	
COOK 1, NON CERT.	18.333	18.424	18.516	
COOK 2	17.807	17.898	17.987	
ENGINEER, 3RD CLASS	23.783	24.076		
PAINTER	20.125	20.326	20.507	
MAINTENANCE PERSON	20.143	20.336	20.510	
MAINTENANCE MECHANIC 2	23.521	23.801		
MAINTENANCE MECHANIC/HVAC	23.521	23.801		
GROUNDSPERSON	19.602	19.718	19.834	
CARPENTER	23.521	23.801		
DATA/COMMUNICATIONS	23.521	23.801		
ELECTRICIAN	23.988	24.272		
PLUMBER	23.988	24.272		
TRUCK DRIVER	18.604	18.714	18.805	
MAINTENANCE HELPER	18.387	18.477	18.566	
MATERIELS DISTRIBUTION ASSISTANT	18.604	18.714	18.805	
TRANSFILL PERSON	15.249	15.423	15.482	

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

And

CAW LOCAL 302

RE: Health Care Aides(Nursing Students)

The role of the Health Care Aide (HCA) is to provide observational care (sitting) for patients.

1. As a recruitment strategy, for the period from May 1st until Labour Day, ten (10) nursing students will be recruited by the hospital to fill this role. Due to their educational background, these HCAs (students) will be able to perform hands on patient care as directed by a registered health care provider. During this period, HCAs(students) will not be booked to cover RPN vacancies or needs unless primary and secondary pools for the unit have been exhausted. However, current nursing students hired for the Summer 2005 will be allowed to provide additional assistance above the normal staff compliment. It is understood this will be discussed with the part-time chair or designate prior to the next scheduling period.
2. For the period from the day after Labour Day until April 30th, a roster of 15 HCAs will be created from current employees based on seniority, the employee's patient care background and the employee's non-availability. CAW members will be provided with an opportunity to indicate interest in the HCA position through a posting in August of each year. If the winter roster for HCAs cannot be filled, summer HCAs may be considered.
3. If a HCA is not available to provide observational care, current part time RPNs will be considered. RPN's will be paid at their usual rate of pay and work at their full scope of practice.
4. If the sitting need cannot be covered, an outside staffing agency will be used.
5. Security guards may need to be utilized in an emergency situation, based on patient care requirements.
6. The work will be offered to the employees on the roster by calling the names on a rotational basis considering their non-availability.
7. The scheduling language in the collective agreement does not apply.

Schedule A and Letters of Understanding

8. There will be minimal orientation/familiarization to the units provided.
9. The Hospital does not plan to develop an expanded role for the HCAs during the terms of this collective agreement.
10. Observational care is not exclusive bargaining unit work.

Signed this 30th day of May, 2005

FOR THE HOSPITAL

Laura Pavlovic
A. Jameson
Nancy Ferguson
Lisa Minicello
H. [Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
Michael Keating
Scott Tennings
[Signature]
[Signature]
R.J. Hillman
[Signature]

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

And

CAW LOCAL 302

RE-Uniforms and Footwear

The employer agrees to consider replacement of uniforms and footwear damaged during working hours on an individual basis.

Signed this 30th day of May, 2005

FOR THE HOSPITAL

Laura Paulois
A. Jameson
Nancy Ferguson
Lisa Minicelli
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
Michael Keating
Scott Jennings
[Signature]
[Signature]
R.J. Hillman
[Signature]

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

And

CAW LOCAL 302

RE-Bumping

It is understood that the current bumping process does not meet the union's needs. The hospital agrees to meet with the union committee to within 60 days from ratification to discuss appropriate bumping and/or reassignment language.

Signed this 30th day of May, 2005

FOR THE HOSPITAL

Laura Pavilonis
K. Jameson
Nancy Ferguson
Lisa Minichy
[Signature]
[Signature]

FOR THE UNION

[Signature]
Michael Keating
R. Hillman
[Signature]
[Signature]
[Signature]
Scott Jennings
[Signature]

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

And

CAW LOCAL 302

Re: Filling of Shifts After the Posted Schedule

FULL TIME / PART TIME

It is clearly understood that all requests for any time off will be filled on a sequential basis by rotation through seniority. All shifts will be offered on a "first come first serve" basis regardless of the dates of such request. However, if unforeseen needs arise that require more immediate attention, the Manager will communicate to the employee any delay in addressing their request. It is understood that the shorter the time available to work on a request, the less chance the request will be able to be worked on or granted.

Once the request for time off has been submitted, the Department/Unit Manager or their designate will review the request for time off and submit such request to the scheduling office in a timely manner. Such request or approval will not be unreasonably denied.

The employer will endeavour to advise the employee within twenty-four (24) hours that their request has been received.

Signed this 30th day of May, 2005

FOR THE HOSPITAL

Laura Pavlonis
H. Jameson
Nancy Ferguson
Lisa Minnelly
Barbara
Griffith

FOR THE UNION

Sam Fournier
Michael Keating
R.D. Hillman
John
Abby
M. Bueck
Scott Jennings
R. P.

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

And

CAW LOCAL 302

Re: Relief Staff Guidelines – Summer Christmas Coverage

1. The following guidelines will be followed to cover from May 1st to September 30th and for the time period of December 15th to January 15th.
2. There would be no deletion of hours for existing part-time staff. All prescheduled shifts and call-ins will be offered to all existing part time staff in accordance with Article 16.08. The existing part time staff must be exhausted in pre-booked hours prior to pre-booked hours being offered to relief staff. A separate call-in sheet for relief staff will be used for call-ins after all the existing part time staff have been offered the shift and the shift was not covered.
3. The relief staff would be treated in accordance with the terms and conditions of the collective agreement except that at the completion of either September 30 or January 15 they shall be terminated and not subject to layoff and recall provisions addressed in the collective agreement.
4. If there is a job posting and no existing employees apply, currently employed relief staff would have the opportunity to apply and their start date would be their original date of hire. However, this does not apply to vacancies posted under 2.02.
5. If any employees are on layoff, they shall be given the first opportunity of any available hours prior to the relief staff.

Signed this 30th day of May, 2005

FOR THE HOSPITAL

Laura Pavlonis
K. Jameson
Nancy Ferguson
Lisa Minichy
B. [unclear]
[unclear]
[unclear]
[unclear]

FOR THE UNION

[Signature]
Michael Keating
R. Hillman
[Signature]
[Signature]
[Signature]
Scott Jennings
[Signature]

LETTER OF UNDERSTANDING

- between -

ST. THOMAS-ELGIN GENERAL HOSPITAL

- and -

CAW CANADA, LOCAL 302

RE: RPN - EXTENDED SHIFTS

1. The parties agree that effective September 10, 1990 and subject to the necessary approvals being obtained pursuant to the *Employment Standards Act* of Ontario, extended shifts will be introduced for Registered Practical Nurses (RPNs) for a six (6) month trial period in each nursing unit where both eighty percent (80%) of the full-time RPNs and eighty percent (80%) of the part-time RPNs in that unit vote in favour of implementing the trial in a secret ballot vote to be held prior to July 31, 1990. The Hospital will endeavour to have available for examination by the RPNs, prior to the voting, the proposed schedules which would be implemented if the trial period is to take place.

FULL-TIME

2. Where the trial period is to take place, the following terms and conditions shall apply to full-time RPNs working extended shifts or a mixture of extended shifts and normal 7.5 hour shifts in that unit in place of the corresponding provisions in the full-time Collective Agreement.

(a) **HOURS OF WORK**

- (i) The normal hours of work in an extended shift shall be 11.25 hours exclusive of forty-five (45) minutes of unpaid meal time.

- (ii) RPNs working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.
- (iii) In some units the schedule will consist of a mix of extended shifts and normal seven and one half (7.5) hour shifts. In other units, the schedule will consist of all extended shifts. In each case, number of shifts to be scheduled over each nursing schedule and the number of weeks that each nursing schedule is to consist of, will be determined by the Hospital. It is understood and agreed that the total number of normally scheduled hours for RPNs will be less than 1,950 hours over the course of a year.
- (iv) An employee who is called in to work an eleven and one quarter (11 1/4) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called will be paid for the full shift.

(b) OVERTIME

Any hours worked by an RPN in excess of 11.25 hours per day or in excess of the number of normally scheduled shifts in each nursing schedule shall be counted as overtime worked and will be paid for at the rate of time and one half their regular straight time hourly rate of pay. Overtime payment will be made on the basis of either the daily overtime hours worked or the overtime hours worked in excess of the normally scheduled shifts in the relevant nursing schedule but an RPN will not be paid both types of overtime for the same overtime hours worked. Furthermore, hours worked by an RPN in any nursing schedule on which overtime rates have once been allowed shall not be used again in any overtime computations.

(c) PROBATIONARY PERIOD

For RPNs working extended shifts, the probationary period will be 337.5 hours, exclusive of overtime hours, within any twelve (12) calendar months.

(d) SHIFT PREMIUM

See current Collective Agreement.

(e) BEREAVEMENT LEAVE

For RPNs working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement.

(f) SICK LEAVE

For purposes of the sick leave plan (HOODIP), an RPN working extended shifts shall be eligible for sick pay in accordance with his/her length of service for up to fifty (50) extended shifts, i.e. 562.5 hours.

(g) VACATION

(i) Vacations shall be pro-rated for RPNs working a schedule of all extended tours as follows:

1. RPNs with less than one (1) year of continuous service as of April 30th: 2/3 of an extended shift for each completed month of service to a maximum of six (6) extended shifts.
- (2) RPNs with more than one (1) year of continuous service but less than five (5) years of continuous service as of April 30th: 10 extended shifts.
- (3) RPNs with more than five (5) years of continuous service but less than fourteen (14) years of continuous service as of April 30th: 13.3 extended shifts.
- (4) RPNs with more than fourteen (14) years of continuous service but less than twenty-three (23) years of continuous service as of April 30th: 16.6 extended shifts.
- (5) RPNs with more than twenty-three (23) years of continuous service as of April 30th: 20 extended shifts.

Each RPN entitled to 13.3 extended shifts of vacation as provided above shall be granted either thirteen (13) or fourteen (14) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each RPN shall receive shall be based on 13.3 extended shifts

irrespective of whether the RPN receives thirteen (13) or fourteen (14) extended shifts of vacation time off.

Each RPN entitled to 16.6 extended shifts of vacation as provided above shall be granted either sixteen (16) or seventeen (17) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each RPN shall receive shall be based on 16.6 extended shifts irrespective of whether the RPN receives sixteen (16) or seventeen (17) extended shifts of vacation time off.

Each RPN with less than one (1) year of continuous service as of April 30th who is entitled to vacation time off will be granted the number of extended shifts of vacation time off set out below as determined by the Hospital and the amount of vacation pay will be four percent (4%) of the RPN's earnings during the vacation year.

Entitlement	Vacation Time Off to be Determined by the Hospital
2/3 extended shifts	1 extended shift
1 1/3 extended shifts	1 or 2 extended shifts
2 extended shifts	2 extended shifts
2 2/3 extended shifts	2 or 3 extended shifts
3 1/3 extended shifts	3 or 4 extended shifts
4 extended shifts	4 extended shifts
4 2/3 extended shifts	4 or 5 extended shifts
5 1/3 extended shifts	5 or 6 extended shifts
6 extended shifts	6 extended shifts

For RPNs working a schedule consisting of both extended shifts and normal seven and one half (7½) hour shifts vacation entitlement (both in terms of time off as well as pay) shall be computed on the basis of hours as follows:

Schedule A and Letters of Understanding

- i.e. 3 week entitlement = 112.5 hours
- 4 week entitlement = 150 hours
- 5 week entitlement = 187.5 hours
- 6 week entitlement = 225 hours

However, for RPNs with less than one (1) year of continuous service as of April 30th the time off entitlement will be 7.5 hours for each completed month of service to a maximum of 67.5 hours and the vacation pay will be four percent (4%) of their earnings during the vacation year.

- (iii) The vacation entitlement may not be taken as partial shifts nor be added to aid holidays unless the amount of outstanding vacation is less than 7.5 hours.

(h) HOLIDAYS

- (i) The Hospital shall recognize the same holidays listed in the Collective Agreement.
- (ii) Each RPN who is given a holiday off and who qualifies for holiday pay for that holiday in accordance with the requirements of the Collective Agreement, shall receive holiday pay equal to 7.5 hours times his/her regular straight time hourly rate irrespective of whether he/she would have worked a normal 7.5 hour shift or an extended shift of 11.25 hours but for the holiday.
- (iii) Where an RPN works an extended shift on a holiday, he/she shall be paid at the rate of one and one half (1½) times his/her regular straight time hourly rate for all hours worked on the holiday and in accordance with the two (2) options set out in Article 23:04 of the Collective Agreement, he/she will either receive 7.5 hours of regular straight time pay for the day or will receive a lieu day off with pay at the rate of 7.5 hours times his/her regular straight time hourly rate even though the lieu day which is taken may have been scheduled for 11.25 hours. In

this regard, it is agreed and understood that because of this, an RPN working all extended shifts or a mix of normal seven and one half (7½) hour shifts and extended shifts will likely end up with less than 1,950 hours of pay over the course of a year.

- (iv) see the current Full-Time Article 23 paid holidays of the Collective Agreement.

(i) UNION LEAVE OF ABSENCE

In connection with the Union Leave of Absence article in the Collective Agreement, the reference to eighty (80) days shall mean six hundred (600) hours. Accordingly, a leave of absence for union business granted to an RPN working an extended shift will result in 11.25 hours out of the grand total of six hundred (600) hours for the bargaining unit being utilized.

PART-TIME

- 3. Where the trial period is to take place in a unit, the following terms and conditions shall apply to part-time RPNs working extended shifts or a mixture of extended shifts and normal 7.5 hour shifts in that unit, in place of the corresponding provisions in the parttime Collective Agreement.

(a) HOURS OF WORK

- (i) The normal hours of work in an extended shift shall be 11.25 hours exclusive of forty-five (45) minutes of unpaid meal time.
- (ii) RPNs working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.

An employee who is called in to work an eleven and one quarter (11 1/4) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called will be paid for the full shift.

(b) OVERTIME

Any hours worked by an RPN in excess of his/her scheduled 7.5 hour or 11.25 hour shift per day, will be paid for at the rate of time and one half his/her regular straight time hourly rate of pay.

(c) PROBATIONARY PERIOD

For RPNs working extended shifts, the probationary period will be 337.5 hours, exclusive of overtime hours, within any twelve (12) calendar months.

(d) SHIFT PREMIUM See current

Collective Agreement.

(e) BEREAVEMENT LEAVE

For RPNs working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement.

4. The extended shifts trial period may be discontinued in any unit prior to expiry of the six (6) months when:

(a) fifty percent (50%) or more of both the full-time and part-time RPNs in the unit so indicate by secret ballot; or

(b) the Hospital because of:

- (i) adverse effects on patient care;
- (ii) inability to provide a workable staffing schedule; or
- (iii) adverse financial effects,

notifies the Union of its intention to discontinue extended shifts;

(c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.

5. Following the six (6) month trial period, extended shifts may be continued on a unit when:

(a) eighty percent (80%) of both the full-time and the part-time RPN's on the unit

so indicate by another secret ballot; and

(b) the Hospital agrees to the continuation of the extended shifts. The Hospital's agreement will not be withheld in an unreasonable arbitrary manner.

6. If extended tours are continued, the terms and conditions set out in paragraphs 2 and 3 of this Letter of Understanding will continue to apply to those RPNs working extended shifts or a mixture of extended shifts and normal seven and one half (7½) hour shifts in place of the corresponding provisions in the full-time and part-time Collective Agreements for the lifetime of those Collective Agreements which are currently being negotiated and which will replace the Agreement which expired January 18, 1990.

7. Notwithstanding the continuation of extended shifts on a unit as provided for in paragraphs 5 and 6 above, such extended shifts may be discontinued at any time when:

(e) fifty percent (50%) or more of both the full-time and part-time RPNs in the unit so indicate by secret ballot; or

(f) the Hospital because of:

- (ii) adverse effects on patient care;
- (iii) inability to provide a workable staffing schedule; or
- (iv) adverse financial effects

notifies the Union of its intention to discontinue extended shifts;

(g) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.

*Wherever the classification of RPN appears in this Letter of Understanding, it is deemed to include and apply to Health Care Aides working the RPN schedule.

Originally DATED at St. Thomas on the 24th day of July 1990

DATED at St. Thomas on the 21st day of December 1999.

DATED at London on the 11th day of April 2002.

DATED at London on the 29th day of April 2005.

LETTER OF UNDERSTANDING

- between -

ST. THOMAS-ELGIN GENERAL HOSPITAL

and

CAW CANADA, LOCAL 302

**RE: IMPLEMENTATION OF THE LETTER OF UNDERSTANDING DATED JULY 28, 1989
(the "Letter of Understanding") BETWEEN THE HOSPITAL AND THE UNION**

WHEREAS the Hospital and the Union agreed pursuant to section 10 of the Letter of Understanding to cooperate in obtaining the necessary approval from the Ontario Employment Standards Branch to permit the implementation of the Letter of Understanding;

AND WHEREAS the Employment Standards Branch informed the solicitors for the Hospital that approval for the averaging of hours in accordance with the Letter of Understanding would be granted upon certain terms and conditions (see the letter dated October 4, 1989 attached to this agreement as Schedule "A");

IT IS AGREED by both the Union and the Hospital that the following terms and conditions required by the Employment Standards Branch are acceptable:

1. The Hospital shall make and keep a record of all approved shift exchanges for a period of 24 months after work is performed.
2. Shift exchanges shall not be permitted that result in an employee working double shifts.

Schedule A and Letters of Understanding

3. Shift exchanges must be completed within the approved 12 week averaging period.
4. It is the Hospital's responsibility to pay wages to an employee for an extra shift worked in the event the exchange cannot be completed within the 12 week period, provided it was the Hospital's fault that the exchange cannot be completed.
5. An employee terminated or temporarily laid off by the Hospital prior to the completion of the approved shift exchange shall be entitled to one and one half times the employee's regular rate of pay for all hours worked in excess of 44 hours in the week in which the employee worked the extra shift for which the exchange was not completed.
6. Averaged hours of work as a result of shift exchanges shall not exceed 44 hours per week in the 12 week averaging period, excluding eating periods of one half hour or such shorter period as may be approved by the Director of Employment Standards each to be granted after not more than five consecutive hours of work.

Originally DATED at St. Thomas on the 13th day of October 1989.

DATED at St. Thomas on the 21st' day of December 1999.

DATED at London on the 12th day of April 2002.

DATED at London on the 30th day of May 2005.

LETTER OF UNDERSTANDING

- between -

ST. THOMAS-ELGIN GENERAL HOSPITAL

and

CAW CANADA, LOCAL 302

1. The parties agree that effective January 1999 and subject to the necessary approvals being obtained pursuant to the *Employment Standards Act* of Ontario, extended shifts will be introduced for the following classifications: Electrician, Plumber, Painter, Carpenter, Maintenance Mechanic 2, Maintenance Mechanic-HVAC, Maintenance Person, Data/Communications, Groundsperson and Engineer in the Engineering Services Department.
2. This will be for a trial period of six (6) months, provided that eighty percent (80%) of the full-time employees in each classification vote in favour of implementing extended shifts by a secret ballot vote. The vote will take place prior to the implementation of the trial period. It will be decided at the end of the six months to continue on with the extended shifts. If decided to continue the terms and conditions of this agreement will remain in effect.
3. The purpose of the understanding is two fold. The first is to deal with issues that are not addressed in the collective agreement as a result of extended shifts. It is not the intention to have a better arrangement than what is in the collective agreement. The second is to submit the document to the Ministry of Labour for approval under the *Employment Standards Act* of Ontario.
4. The extended shifts will consist of ten (10) hours of paid work time and 1/2 hour unpaid meal break. Paid break periods will total 40 minutes for a ten hour shift; twenty (20) minutes in the first half of the shift and 20 minutes in the second half of the shift.

5. Their schedule will consist of working three (3) extended tours and one (1) regular tour per week. It is understood that the schedule may need to change to meet the hospital expectations. Changes to work schedule will not result in overtime unless it is over 37.5 hours in the week.

6. OVERTIME CONDITIONS

Any hours worked in excess of ten (10) hours per day or in excess of an average of thirty-seven and one half ($37\frac{1}{2}$) per week over the scheduling period, and authorized by a Department Head as an emergency, will be counted as overtime worked and will be paid at the rate of time and one half their regular straight time hourly rate of pay.

7. HOLIDAY PAY

For greater clarification, the twelve (12) paid holidays remain unchanged and they are 7.5 hours only. The employees in these classifications are required to take the holiday on the day of the holiday. Therefore, their pay would also be less.

8. The extended shifts may be discontinued when:

- (a) Fifty percent (50%) or more of the full-time employees within the classification as stated above so indicate by secret ballot; or
- (b) The Union or Hospital notifies each other of its intention to discontinue extended shifts.
- (c) In either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote of notification, as the case may be, has occurred.

Originally DATED at St. Thomas on the 29th day of October 1998.

DATED at London on the 11th day of April 2002.

DATED at London on the 30th day of May 2005.

LETTER OF UNDERSTANDING

- between -

ST. THOMAS-ELGIN GENERAL HOSPITAL

and

CAW CANADA, LOCAL 302

RE: ENGINEERS - EXTENDED SHIFTS

- 1 The parties agree that effective March 25, 1991 and subject to the necessary approvals being obtained pursuant to the *Employment Standards Act* of Ontario, extended shifts will be introduced for Engineers for a six (6) month trial period provided that eighty percent (80%) of the full-time Engineers and eighty percent (80%) of the part-time Engineers vote in favour of implementing the trial in a secret ballot vote to be held prior to October 19, 1990. The Hospital will endeavour to have available for examination by the Engineers, prior to the voting, the proposed schedule which would be implemented if the trial period is to take place.

FULL-TIME

2. Where the trial period is to take place, the following terms and conditions shall apply to full-time Engineers working extended shifts, or a mixture of extended shifts, and normal 8 hour shifts in place of the corresponding provisions in the full-time Collective Agreement.

a. **HOURS OF WORK**

- i. The normal hours of work in an extended shift shall be 12 hours, forty-five (45) minutes of paid meal time.

- ii. Engineers working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.
- iii. The schedule will consist of a mix of extended shifts and normal eight (8) hour shifts. The number of shifts to be scheduled and the number of weeks that the schedule is to consist of will be determined by the Hospital. It is understood and agreed that the total number of normally scheduled hours for Engineers may be less than 1,950 hours over the course of a year.
- iv. An employee who is called in to work an eleven and one quarter (11 1/4) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called will be paid for the full shift.

(b) OVERTIME

Any hours worked by an Engineer in excess of 12 hours per day or in excess of the number of normally scheduled shifts in the schedule shall be counted as overtime worked and will be paid for at the rate of time and one half their regular straight time hourly rate of pay. Overtime payment will be made on the basis of either the daily overtime hours worked or the overtime hours worked in excess of the normally scheduled shifts in the schedule but an Engineer will not be paid both types of overtime for the same overtime hours worked. Furthermore, hours worked by an Engineer on which overtime rates have once been allowed shall not be used again in any overtime computations.

(c) PROBATIONARY PERIOD

For Engineers working extended shifts, the probationary period will be 337.5 hours, exclusive of overtime hours, within any twelve (12) calendar months.

(d) SHIFT PREMIUM

See current Collective Agreement.

(e) BEREAVEMENT LEAVE

For Engineers working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement.

(f) SICK LEAVE

For purposes of the sick leave plan (HOODIP), an Engineer working extended shifts shall be eligible for sick pay in accordance with his/her length of service for up to fifty (50) extended shifts; i.e. 562.5 hours.

(g) VACATION

(i) Vacations shall be pro-rated for Engineers working a schedule of all extended tours as follows:

- (1) Engineers with less than one (1) year of continuous service as of April 30th: 2/3 of an extended shift for each completed month of service to a maximum of six (6) extended shifts.
- (2) Engineers with more than one (1) year of continuous service but less than five (5) years of continuous service as of April 30th: 10 extended shifts.
- (3) Engineers with more than five (5) years of continuous service but less than fourteen (14) years of continuous service as of April 30th: 13.3 extended shifts.
- (4) Engineers with more than fourteen (14) years of continuous service but less than twenty-three (23) years of continuous service as of April 30th: 16.6 extended shifts.
- (5) Engineers with more than twenty-three (23) years of continuous service as of April 30th: 20 extended shifts.

Schedule A and Letters of Understanding

Each Engineer entitled to 13.3 extended shifts of vacation as provided above shall be granted either thirteen (13) or fourteen (14) extended shifts of vacation time off as determined by the Hospital.

However, the actual pay that each Engineer shall receive shall be based on 13.3 extended shifts irrespective of whether the Engineer receives thirteen (13) or fourteen (14) extended shifts of vacation time off.

Each Engineer entitled to 16.6 extended shifts of vacation as provided above shall be granted either sixteen (16) or seventeen (17) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each Engineer shall receive shall be based on 16.6 extended shifts irrespective of whether the Engineer receives sixteen (16) or seventeen (17) extended shifts of vacation time off.

Each Engineer with less than one (1) year of continuous service as of April 30th who is entitled to vacation time off will be granted the number of extended shifts of vacation time off set out below as determined by the Hospital and the amount of vacation pay will be four percent (4%) of the Engineer's earnings during the vacation year.

Vacation Time Off to be

Entitlement

Determined by the Hospital

2/3 extended shifts	1 extended shift
1 1/3 extended shifts	1 or 2 extended shifts
2 extended shifts	2 extended shifts
2 2/3 extended shifts	2 or 3 extended shifts
3 1 /3 extended shifts	3 or 4 extended shifts
4 extended shifts	4 extended shifts
4 2/3 extended shifts	4 or 5 extended shifts
5 1/3 extended shifts	5 or 6 extended shifts
6 extended shifts	6 extended shifts

For Engineers working a schedule consisting of both extended shifts and normal eight (8) hour shifts, vacation entitlement (both in terms of time off as well as pay) shall be computed on the basis of hours as follows:

i.e. 3 week entitlement = 120.0 hours

Schedule A and Letters of Understanding

4 week entitlement = 160 hours
5 week entitlement = 200.0 hours
6 week entitlement = 240 hours

However, for Engineers with less than one (1) year of continuous service as of April 30th, the time off entitlement will be 8 hours for each completed month of service to a maximum of 72 hours and the vacation pay will be four percent (4%) of their earnings during the vacation year.

(iii) The vacation entitlement may not be taken as partial shifts nor be added to aid holidays unless the amount of outstanding vacation is less than 8 hours.

(h) HOLIDAYS

- (i) The Hospital shall recognize the same holidays listed in the Collective Agreement.
- (ii) Each Engineer who is given a holiday off and who qualifies for holiday pay for that holiday in accordance with the requirements of the Collective Agreement, shall receive holiday pay equal to 7.5 hours times his/her regular straight time hourly rate irrespective of whether he/she would have worked a normal 8 hour shift or an extended shift of 12 hours but for the holiday.
- (iii) Where an Engineer works an extended shift on a holiday, he/she shall be paid at the rate of one and one half (1 ½) times his/her regular straight time hourly rate for all hours worked on the holiday and in accordance with the two (2) options set out in Article 23:04 of the Collective Agreement, he/she will either receive 7.5 hours of regular straight time pay for the day or will receive a lieu day off with pay at the rate of 7.5 hours times his/her regular straight time hourly rate even though the lieu day which is taken may have been scheduled for 12 hours. In this regard, it is agreed and understood that because of this, an Engineer working all extended shifts or a mix of normal eight (8) hour shifts and extended shifts will likely end up with less than 1,950 hours of pay over the course of a year.

Schedule A and Letters of Understanding

- (iv) If a holiday falls on an Engineer's regular day off or during his/her vacation, another day off shall be selected by the Engineer and his/her Department Head by mutual agreement, provided the Engineer qualifies for the holiday pay. The pay for this day will be at the rate of 8 hours times the Engineer's regular straight time hourly rate even though the day which is selected may have been scheduled for 12 hours.
- (v) see the current Full-Time Article 23 Paid Holidays, of the Collective Agreement.

- (i) UNION LEAVE OF ABSENCE

In connection with the Union Leave of Absence article in the Collective Agreement, the reference to eighty (80) days shall mean six hundred and forty (640) hours. Accordingly, a leave of absence for union business granted to an Engineer working an extended shift will result in 12 hours out of the grand total of six hundred and forty (640) hours for the bargaining unit being utilized.

PART-TIME

- 3. Where the trial period is to take place, the following terms and conditions shall apply to part-time Engineers working extended shifts or a mixture of extended shifts and normal 8 hour shifts, in place of the corresponding provisions in the part-time Collective Agreement.

- a. HOURS OF WORK

- i. The normal hours of work in an extended shift shall be 12 hours, forty-five (45) minutes of paid meal time.
- ii. Engineers working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.
- iii. An employee who is called in to work an eleven and one quarter (11 ¼) hour shift within one (1) hour of the commencement of the shift as a

replacement for an absent employee and who reports to work within one (1) hour after being called, will be paid for the full shift.

(b) OVERTIME

Any hours worked by an Engineer in excess of his/her scheduled 8 hour or 12 hour shift per day, will be paid for at the rate of time and one half his/her regular straight time hourly rate of pay.

(c) PROBATIONARY PERIOD

For Engineers working extended shifts, the probationary period will be 337.5 hours, exclusive of overtime hours, within any twelve (12) calendar months.

(d) SHIFT PREMIUM

For Engineers working extended shifts, shift premium shall be granted in accordance with the provisions of the Collective Agreement.

(e) BEREAVEMENT LEAVE

For Engineers working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement.

4. The extended shifts trial period may be discontinued prior to expiry of the six (6) months when:

(a) fifty percent (50%) or more of both the full-time and part-time Engineers so indicate by secret ballot; or

(b) the Hospital because of:

(i) adverse effects on patient care;

(ii) inability to provide a workable staffing schedule; or

(iii) adverse financial effects,

notifies the Union of its intention to discontinue extended shifts;

Schedule A and Letters of Understanding

- (c) in either (a) or (b) above, the extended shifts will not be discontinued until One (1) month after the vote or notification, as the case may be, has occurred.
5. Following the six (6) month trial period, extended shifts may be continued when:
- (a) eighty percent (80%) of both the full-time Engineers and the part-time Engineers on the unit so indicate by another secret ballot; and
 - (b) the Hospital agrees to the continuation of the extended shifts. The Hospital's agreement will not be withheld in an unreasonable arbitrary manner.
6. If extended tours are continued, the terms and conditions set out in paragraphs 2 and 3 of this Letter of Understanding will continue to apply to those Engineers working extended shifts or a mixture of extended shifts and normal eight (8) hour shifts in place of the corresponding provisions in the full-time and part-time Collective Agreements for the lifetime of those Collective Agreements which are currently being negotiated and which will replace the Agreement which expired January 18, 1990.
7. Notwithstanding the continuation of extended shifts as provided for in paragraphs 5 and 6 above, such extended shifts may be discontinued at any time when:
- (a) fifty percent (50%) or more of both the full-time and part-time Engineers in the unit so indicate by secret ballot; or
 - (b) the Hospital because of:
 - (i) adverse effects on patient care;
 - (ii) inability to provide a workable staffing schedule; or
 - (iii) adverse financial effects

notifies the Union of its intention to discontinue extended shifts;

- (c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.

Originally DATED at St. Thomas on the 13th day of March 1991.

DATED at St. Thomas on the 21st day of December 1999.

DATED at London on the 11th day of April 2002.

DATED at London on the 30th day of May 2005.

Schedule A and Letters of Understanding