

COLLECTIVE AGREEMENT

-between-

GERALDTON DISTRICT HOSPITAL

-and-

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



AND LOCAL 229

UNIT(S):

**Clerical
(Full-time and Part-time Combined)**

Expiry: October 10, 2006

PARTICIPATING HOSPITALS - CAW

HOSPITALS

Atikokan General Hospital

Elliot Lake, St. Joseph's Hospital

Geraldton District Hospital

Manitouwadge General Hospital

Marathon, Wilson Memorial Hospital

Nipigon District Memorial Hospital

Sault Ste. Marie, Sault Area Hospitals

Thunder Bay, St. Joseph's Care Group

Wawa, North Algoma Health Organization

The parties agree that current superior conditions shall be maintained.

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

See the Local Provisions Appendix L2.

ARTICLE 3 – MANAGEMENT RIGHTS

See the Local Provisions Appendix L3.

ARTICLE 4 – DEFINITIONS

See the Local Provisions Appendix L4.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

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

5.03 Access to Premises

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

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

5.04 Data to be supplied to the Union/Employee Lists

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

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

On a one-time basis the Employer will provide the addresses of members of the bargaining unit and their S.I.N. This information will be provided when new

employees are hired, and updated annually to reflect changes in address as necessary.

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

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

5.08 Access to Personnel File

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

ARTICLE 6 – NO DISCRIMINATION

6.01 No Discrimination

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

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

ARTICLE 7 – WORKPLACE HARASSMENT

7.01 Workplace Harassment

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment. ref. Ontario Human Rights Code, Sec. 10(1).

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

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

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

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

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

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

ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES

9.01 Committee Meetings

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

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to (as defined in the local provisions under L9) union representatives selected/elected by the union who have completed their probationary period. The grievor will be entitled to attend any meeting pertaining to his/her grievance. A general representative of the union may be present at any meeting of the grievance committee. The purpose of the committee is to deal with grievances as set out in this collective agreement.

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

9.03 Union Stewards

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

- (f) The number of stewards and the areas which they represent are to be determined locally. *(See Local Provisions Appendix L9)*
- (g) Official CAW steward lapel pins may be worn by stewards that have been confirmed in writing to the corporation by the Union.

9.04 Central Bargaining Committee

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

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

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

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

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

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

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

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

9.05 Local Negotiating Committee

- (a) The Hospital agrees to recognize (*as defined in the local provisions under L9*) Negotiating Committee members as outlined in the local appendix to represent their respective bargaining units. This committee shall be comprised of the unit chairperson in addition to (*as defined in the local provisions under L9*) number of committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.
- (b) Where the Hospital participates in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local issues as defined by the central parties.
- (c) Where the Hospital does not participate in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to and including conciliation. Hours compensated during negotiations will be credited towards part-time employees seniority in accordance with this article.
- (e) Nothing in this provision is intended to preclude the Local Negotiating Committee from having the assistance of any CAW National or Local representatives when engaged in local negotiations with the Hospital.

9.06 Labour/Management Committee

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

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

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

Where the Employer requests such meetings and the meetings are scheduled outside of the Unit Chairperson or alternate's scheduled hours of work, then the Employer will compensate the Unit Chairperson or alternate for time spent at such meetings. Such compensation shall be in the form of payment at the Unit Chairperson or alternate's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of (as defined in local provisions under L9) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

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

- 9.08 Union Representatives

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

- 9.09 Union Chairperson

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

ARTICLE 10 – ADMINISTRATION OF DISCIPLINE

- 10.01 Administration of Discipline

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

present unless the employee waives this right in the presence of the committee member.

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

10.02 Letters of Reprimand

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

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

11.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

11.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a *committee member* if she so desires.

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by her, to the immediate Manager or designate. The employee may be accompanied by a committee member. The immediate Manager or designate will deliver her

decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to her. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Executive Director or designate.

A meeting will then be held between the Executive Director or designate and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

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

11.04 Policy Grievance

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

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

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

11.05 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the immediate Manager or designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

11.06 Discharge/Suspension Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged or suspended, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by a Committee

member at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge or suspension is effective.

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

- (a) confirming the Hospital's action in suspending or discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

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

ARTICLE 12 – ARBITRATION PROCEDURE

- 12.01 (i) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (ii) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (i) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 12.02 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).
- 12.03 (i) The parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

- (ii) Where the parties do not agree to use a sole arbitrator as provided in (i) above, either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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

ARTICLE 13 – SENIORITY

13.01 Probationary Period

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

13.02 Definition of Seniority

Full-Time

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

Seniority will operate on a bargaining unit wide basis.

Part-Time

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

Seniority will operate on a bargaining unit wide basis.

13.03 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority.

- (a) An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- (b) Where the Hospital transfers an employee from one CAW bargaining unit to another CAW bargaining unit or union to non-union or vice versa, that

employee will be allowed to carry accrued service, as it applies only to benefit entitlement and vacation entitlement and progression on the wage grid, i.e. Schedule "A" to the new bargaining unit.

- (c) If at any time the seniority of a part-time employee is to be compared with the seniority of a full-time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full-time seniority on the basis of 1725 hours worked as one year. Notwithstanding, at no time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent.

13.04 Loss of Seniority

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

- (a) the employee quits, retires or is retired by the Hospital at normal retirement age;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) the employee fails, upon being notified of a recall, to signify her intention to return within five (5) working days after she has received the notice of recall through registered mail addressed to the last address on the records of the Hospital, and fails to report to work within ten (10) working days after she has received the notice of recall;

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

13.05 Effect of Absence

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

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

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

- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

For leaves which commence on or after the date of ratification, notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave including the Employment Insurance period.

Part-Time

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

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

13.06 Transfer to Positions Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of up to six (6) months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

13.07 Transfer at Instance of Hospital

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

ARTICLE 14 – JOB SECURITY

14.01

- (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.
- (b) Labour Adjustment Committee
In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Labour Adjustment Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Labour Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:
 - (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

14.02 Notice of Lay-off

- (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

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

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

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

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

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

14.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 14.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to article 14.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 14.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 14.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

- (c) A full-time employee who has completed one year of service and
 - (i) whose lay-off is permanent, or

- (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

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

14.04 Regional Redeployment Committee

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

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

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

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

14.05 Layoff and Recall

- (a) In the event of layoff, the Hospital shall designate the positions to be redundant. Employees shall then have bumping rights on the basis of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work, on a part-time or full-time basis as required by the Hospital.

Full and part-time layoff and recall rights shall be separate except as amended in 14:05 (b).

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

Note:

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

In the event that there are no full-time employees with lesser seniority in lower or identical paying classifications as defined in this article, the laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 7% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

In the event that there are no full-time employees with lesser seniority in lower or identical paying classifications as defined in this article, the laid-off employee will have the right to displace a regular part-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical

classification without training other than orientation. Such employee so displaced shall be laid off.

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

A fulltime employee who chooses to bump a part-time employee in order to avoid layoff will forfeit all right to recall in to the fulltime bargaining unit.

A regular part-time employee who is subject to layoff shall have the right to either:

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

Note:

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

In the event that there are no regular part-time employee with lesser seniority in lower or identical paying classifications as defined in this article, the laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 7% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

In the event that there are no regular part-time employees to displace, the laid-off employee will have the right to displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject

to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

A part-time employee who chooses to bump a fulltime employee in order to avoid layoff will forfeit all right to recall in to the part-time bargaining unit.

Casual part-time employees will not be permitted to displace full-time or regular part-time employees.

Casual part-time employees will not be offered work until such work is offered to employees on recall provided that the employees on recall are qualified to perform the available work without training.

- (c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the

Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a 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.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

14.06 Benefits on Lay-Off

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

ARTICLE 15 – NO CONTRACTING OUT

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

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

- (1) to employ the employees thus displaced from the hospital; and

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

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

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

ARTICLE 16 – WORK OF THE BARGAINING UNIT

16.01 Work of the Bargaining Unit

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

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

16.02 Volunteers

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of January 9, 1997.

ARTICLE 17 – TECHNOLOGICAL CHANGE

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

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

- 17.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 17.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.

ARTICLE 18 – JOB POSTING

- 18.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 18.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, and department and shift and a copy shall be provided to the Unit Chairperson.
- 18.03 In matters of promotion and staff transfers appointment shall be made of the senior applicant able to meet the normal requirements of the job. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 18.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other CAW service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 18.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in CAW service bargaining units who have recorded their interest in writing prior to considering persons not

employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to her former position.

- 18.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 18.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which she is posted, the employee will be returned to her former position at her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended upon mutual agreement of both parties.
- 18.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, except where a part-time employee is applying for a permanent full-time position or the parties mutually agree otherwise.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave (Superior to Negotiated settlement)

Requests for bereavement leave will be dealt with on an individual basis by the Department Supervisor and the Executive Director.

An employee who notified the Hospital as soon as possible following a bereavement, shall be granted up to five (5) consecutive working days off, without loss of their regular pay for the scheduled hours, in conjunction with the day of the funeral in order that the employee may make the arrangements for and/or attend the funeral of a member of the immediate family.

Immediate family includes: spouse, child, mother, father, brother, sister, and same sex spouse.

A bereavement leave of two (2) consecutive days off without loss of regular pay for the scheduled hours will be granted in the event of the death of a

grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

19.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

19.03 Jury & Witness Duty

Full-time

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

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

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result

he/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

Part-time

See the Local Provisions Appendix L19.

19.04 Pregnancy Leave

Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy

benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

19.04 Pregnancy Leave

Part-time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

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

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

19.05 Parental Leave
Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

19.05 Parental Leave Part-time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

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

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

19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of (*as per the local provisions under L19*) days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than (*as per the local provisions under L19*) employees of the Hospital are absent on any such leave at the same time, and not more than (*as per the local provisions under L19*) employee from a department;
- (b) a request must be made in writing at least twenty-one days prior to the commencement of the function for which leave is requested, unless it is not reasonably possible to give such notice;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall be paid for such leave by the Hospital. The Hospital shall then forward a statement of such wages paid to the employee affected to the union for reimbursement of the amount stated;
- (e) an employee who is elected or appointed to office with the CAW, shall upon application by the Union in writing, be granted a leave of absence without loss of seniority and benefits for up to three (3) years. An extension shall be granted upon written application by the employee to the administration of the Hospital.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. The union agrees to notify the Hospital five (5) months in advance of the Local Union election. The union further agrees that the requirement to meet under Article 14 will be waived. At the end of such leave, any employee hired or placed as a substitute for the employee on

such absence, may be terminated or laid off by the Hospital as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

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

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

19.07 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (ie. The salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for the purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within two pay periods.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within two pay periods. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee at least four (4) weeks notice. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - 1. A statement that the employee is entering the prepaid leave program in accordance with this Article of the collective agreement.

2. The period of salary deferral and the period for which the leave is requested.
3. The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

19.08 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least two (2) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

Leaves of absence without pay will not be approved unless all time in lieu of overtime and/or time in lieu of statutory holidays have already been used.

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

The following provision designating regular hours on a daily tour and regular daily hours over the schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

- (a) The normal daily tour for full-time employees shall be seven and one-half (7-1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
- (b) The regular daily tour of duty of a full-time employee shall average five (5) days per week over the schedule-cycle being used by the Hospital.

20.02 Rest Period

Full-Time and Part-Time

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

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

20.03 Innovative/Flexible Scheduling

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

ARTICLE 21 – PREMIUM PAYMENT

21.01 Definition of Regular Straight Time Rate of Pay

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

21.02 Definition of Overtime

- (a) Employees shall be entitled to payment of time and one-half the employee's regular straight time rate of pay for all authorized overtime work in excess of seven and one-half (7-1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call back shall not be considered as hours worked for purposes of this Article.
- (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

21.03 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work. Part-

time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

21.04 Standby

Full-Time and Part-Time

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.50 per hour for all hours on standby. Effective March 1, 2005 standby pay shall increase to \$2.75/hour. Effective March 1, 2006 standby pay will increase to \$3.00/hour.

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

21.05 Weekend Premium

Full-Time and Part-Time

An employee shall be paid a weekend premium of \$0.65 per hour (effective March 1, 2005, \$0.70 per hour) (effective March 1, 2006, \$0.75 per hour) (effective October 10, 2006, \$0.80 per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish.

If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

21.06 Shift Premium

Full-Time and Part-Time

Employees shall be paid a shift premium of sixty-five cents \$0.65 per hour (effective March 1, 2005, \$0.70, effective March 1, 2006, \$0.75, effective October 10, 2006, \$0.80) for all hours worked where the majority of their scheduled hours fall between 1600 hours and 0800 hours.

21.07 Call-back/Call-in

Full-Time and Part-Time

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular

shift at the rate of time and one-half after which they shall revert back to the regular shift.

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

21.08 Responsibility Outside Bargaining Unit

Whenever an employee is assigned additional responsibility to direct or oversee work of other employees in the unit, or area, for a tour of duty, she shall be paid a premium of seventy-five cents (\$.75) per hour in addition to her regular salary and applicable premium allowance.

21.09 Overtime – Lieu Time

Time off in lieu of overtime may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if:

- (i) time accumulated exceeds thirty-seven and one-half (37 ½) hours
- (ii) is not taken as time in lieu within sixty (60) days

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

21.10 Paid Time to Working Time

Full-time employees absent on approved leave, paid by the Hospital or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

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

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

22.02 Transportation Allowance

Full-Time and Part-Time

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 – 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per kilometre [to a maximum of fourteen dollars (\$14.00)] or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupational Health and Safety Act.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health &

Safety Committee at least one representative selected or appointed by the Union. The number shall be determined locally.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.
- (g) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (h) If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

23.02 Protective Clothing

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

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays

(See the Local Provisions Appendix L24)

(Articles 24.01 to 24.04 are applicable to full-time employees only except where noted otherwise)

24.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour.

Subject to Article 24.02:

- (a) Where a holiday falls during an employee's scheduled vacation period, she will receive a lieu day off with pay.
- (b) Where a holiday falls on an employee's scheduled day off an additional day off with pay will be scheduled.

24.02 Holiday Pay Qualifiers

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

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

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled.

24.03 Payment for Working on a Holiday

Full-time

An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 24.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours for a normal daily tour.

Part-time

If a part-time employee is required to work on any of the holidays listed in Article L24, except the floating holiday, the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.

24.04 Payment for Working Overtime on a Holiday

Full-time

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

Part-time

Where a part-time employee is required to work authorized overtime in excess of seven and one-half (7-1/2) hours on a paid holiday (but not including hours on a subsequent regular scheduled shift), such employee shall receive two (2) times his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 25 – VACATIONS

25.01 Entitlement and Calculation of Payment

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

An employee who has completed one (1) year but less than three (3) years of continuous service shall be entitled to three (3) weeks annual vacation with pay.

An employee who has completed three (3) years but less than ten (10) years of continuous service shall be entitled to four (4) weeks of annual vacation with pay.

An employee who has completed ten (10) years but less than twenty (20) years of continuous service shall be entitled to five (5) weeks of annual vacation with pay.

An employee who has completed twenty (20) years or more of continuous service shall be entitled to six (6) weeks annual vacation with pay.

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

Part-time

A part-time employee who has completed less than 1,750 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 1,750 hours but less than 7,000 hours of continuous service shall receive 6% of gross earnings.

A part-time employee who has completed 7,000 hours but less than 8,625 hours of continuous service shall receive 7% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 24,150 hours of continuous service shall receive 8% of gross earnings.

Effective October 11, 2005

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

A part-time employee who has completed 24,150 hours but less than 37,950 hours of continuous service or more shall receive 10% of gross earnings.

Effective October 11, 2005

A part-time employee who has completed 22,425 hours but less than 37,950 hours of continuous service shall receive 10% of gross earnings.

A part-time employee who has completed 37,950 hours or more of continuous service shall receive 12% of gross earnings.

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

Vacation pay for all regular and casual part-time staff which is a percentage of the gross pay will be paid on a regular bi-weekly basis. This amount will appear on the employee's pay stub.

For the purpose of vacation entitlement, 1725 hours is equivalent to one year's service.

25.02 Approved Leave of Absence During Vacation (Full-Time)

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

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

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

25.03 Vacation Scheduling

See the Local Provisions Appendix L25.

ARTICLE 26 – HEALTH AND INSURED BENEFITS

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

26.01 Insured Benefits

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$500.00 per individual) and effective April 1, 2002, will include vision care to a maximum of \$150.00 (from 90.00) every 24 months and introduce Generic Drug Substitution unless medically indicated otherwise.

Effective January 1st 2005, vision care to increase to \$175.00 every 24 months. Effective October 11th 2005, eye exams every second year to a maximum of \$40.00 per employee.

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

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) (effective January 1, 2005; based on the previous year's ODA fee schedule) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective April 1, 2002, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.

Effective January 1st 2005, orthodontics at 50/50 coinsurance to \$1,000.00 maximum per insured lifetime.

26.02 Change of Carrier

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

26.03 Pension Plan

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

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

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

(b) Part Time Employees:

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

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

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

26.04 Benefits on Early Retirement

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

26.05 Benefits for Part-time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay and pension, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

Any part-time employee who elects to join the Hospitals of Ontario Pension Plan (HOOPP) will have their in lieu of benefits reduced from fourteen percent (14%) to ten percent (10%).

26.06 Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and hospital employees. Upon a recommendation pertaining to a facility or a

specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (c) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (e) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

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

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

ARTICLE 27 – INJURY AND DISABILITY

27.01 Workplace Safety and Insurance Injury

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

27.02 Disabled Employees

Full-Time and Part-Time

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

ARTICLE 28 – SICK LEAVE

Full-time Only

28.01 Sick Leave and Long-term Disability

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- (b) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.
- (c) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.
- (d) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (e) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (f) Unemployment Insurance Rebate
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

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

(h) Pay for Medical Certificates

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

28.02 Workplace Safety and Insurance Benefits and Sick Leave

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

ARTICLE 29 - COMPENSATION

29.01 Experience Pay

Full-Time and Part-Time

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

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

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

29.03 Temporary Transfer
Full-Time and Part-Time

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

29.04 Job Classification
Full-Time and Part-Time

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

fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

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

ARTICLE 31 – GENERAL

31.01 Confirmation of Registration

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

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

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

31.02 Union Membership

The parties hereto mutually agree that any employee of the Hospital covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

ARTICLE 32 – RETROACTIVITY

32.01 Retroactivity

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

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

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

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

ARTICLE 33 – DURATION

33.01 Renewal

If either party desires to terminate or amend this Agreement as of midnight on the 10th day of October, 2006 it shall not less than 30 days and not more than 90 days next proceeding the expiry date give written notice to the other of such notice of termination.

33.02 Term

This Agreement shall continue in effect until October 10th, 2006 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. In all respects, the notice provisions relating to the renewal of the collective agreement shall continue in effect.

APPENDIX "A"

SIGNED AT _____ THIS ____ DAY OF _____, 2005.

FOR THE PARTICIPATING HOSPITALS

FOR THE UNION

Doug Demeo

Krist McQuay

Jody McKie

Jim Del Bianco

Jeff Lee

Pat Gould

Matthew Sutcliffe

Connie Thompson

Caroline Van Kessel

Barb Maki

Amy Rubino

Michelle Angers-Belanger

Sue Gosselin

Terrie Sanderson

Laurie Lessard

Charlene MacDonald

Ron Burns

Katha Fortier

Andy Savela

Tim Thibault

Tom Murphy

Bob Chernecki

Letter of Understanding

Between

Participating Hospitals

And

CAW

Re: Violence Against Women

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

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

DATED this _____ day of _____, 2005.

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay
Jim Del Bianco
Pat Gould
Connie Thompson
Barb Maki
Amy Rubino
Terrie Sanderson
Sue Gosselin
Laurie Lessard

Michelle Angers-Belanger
Charlene MacDonald
Ron Burns
Katha Fortier
Andy Savela
Tim Thibault
Tom Murphy
Bob Chernecki

LETTER OF UNDERSTANDING
BETWEEN
THE PARTICIPATING HOSPITALS
AND
CAW

Re: Roster of Arbitrators

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

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

Dated this ____ day of _____, 2005

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay	Michelle Angers-Belanger
Jim Del Bianco	Charlene MacDonald
Pat Gould	Ron Burns
Connie Thompson	Katha Fortier
Barb Maki	Andy Savela
Amy Rubino	Tim Thibault
Terrie Sanderson	Tom Murphy
Sue Gosselin	Bob Chernecki
Laurie Lessard	

Letter of Understanding
Between
The Participating Hospitals
And
CAW

RE: Filling of Positions under the Job Posting Procedure

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

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

Dated this _____ day of _____, 2005.

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay	Michelle Angers-Belanger
Jim Del Bianco	Charlene MacDonald
Pat Gould	Ron Burns
Connie Thompson	Katha Fortier
Barb Maki	Andy Savela
Amy Rubino	Tim Thibault
Terrie Sanderson	Tom Murphy
Sue Gosselin	Bob Chernecki
Laurie Lessard	

Letter of Understanding
Between
The Participating Hospitals
And
CAW

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

Dated this _____ day of _____, 2005.

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay	Michelle Angers-Belanger
Jim Del Bianco	Charlene MacDonald
Pat Gould	Ron Burns
Connie Thompson	Katha Fortier
Barb Maki	Andy Savela
Amy Rubino	Tim Thibault
Terrie Sanderson	Tom Murphy
Sue Gosselin	Bob Chernecki
Laurie Lessard	

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

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

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

Dated this ____ day of _____, 2005

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay
Jim Del Bianco
Pat Gould
Connie Thompson
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Terrie Sanderson
Sue Gosselin
Laurie Lessard

Michelle Angers-Belanger
Charlene MacDonald
Ron Burns
Katha Fortier
Andy Savela
Tim Thibault
Tom Murphy
Bob Chernecki

Letter of Understanding

Between

The Participating Hospitals

And

CAW

Re: WSIB and Absenteeism Review

During the 2004 round of negotiations, the parties agreed that there are many costs to employees, Hospitals, and the health care system in Ontario associated with workplace injuries and absenteeism. The Hospitals and the Ontario Hospital Association commit to meet with the Canadian Auto Workers to discuss these costs, and possible avenues of addressing them.

The Hospitals and the Ontario Hospital Association agree to meet with the Canadian Auto Workers to discuss the existing body of research on these subject areas, research that the parties may be unaware of, and potential future actions to address the subjects of workplace injuries and absenteeism. The topic of how savings, if any, are to be reallocated within the health care system will be discussed once it is known whether savings can be made.

The National Union will offer its resources to the Joint committee in such areas such as ergonomics and workplace health and safety.

In recognition of the commitment of the National Union and its bargaining unit members to reducing costs associated with workplace injuries and absenteeism, the Hospitals agree to provide a one-time \$.20/hr payment to each current member of the bargaining unit for all hours worked in the previous contract year (October 11/03 – October 10/04). The payment will be paid in the form of a lump sum following the date of ratification of the Collective agreement. For greater clarity, this one-time payment is not to be rolled into the wage rate or the percentage-in-lieu received by part-time employees.

The Hospitals and the Ontario Hospital Association agree to a meeting with representatives from the Canadian Autoworkers within 120 days of the ratification of this agreement.

Dated this _____ day of _____, 2005.

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay	Michelle Angers-Belanger
Jim Del Bianco	Charlene MacDonald
Pat Gould	Ron Burns
Connie Thompson	Katha Fortier
Barb Maki	Andy Savela
Amy Rubino	Tim Thibault
Terrie Sanderson	Tom Murphy
Sue Gosselin	Bob Chernecki
Laurie Lessard	

Letter of Understanding

Between

The Participating Hospitals

And

CAW

Re: Joint Commitment in Dignity and Respect at Work

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

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

Dated this ____ day of _____, 2005

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay
Jim Del Bianco
Pat Gould
Connie Thompson
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Amy Rubino
Terrie Sanderson
Sue Gosselin
Laurie Lessard

Michelle Angers-Belanger
Charlene MacDonald
Ron Burns
Katha Fortier
Andy Savela
Tim Thibault
Tom Murphy
Bob Chernecki

Letter of Understanding

Between

The Participating Hospitals

And

CAW

Re: Paid Education Leave

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

\$1000

Sault Area Hospital
St. Joseph's Care Group, Thunder Bay

\$500

Atikokan General Hospital
St. Joseph's Hospital, Elliot Lake
Geraldton District Hospital
Manitouwadge General Hospital
Wilson Memorial Hospital, Marathon
Nipigon District Memorial Hospital
North Algoma Health Organization, Wawa

Dated this ____ day of _____, 2005

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay
Jim Del Bianco
Pat Gould
Connie Thompson
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Laurie Lessard

Michelle Angers-Belanger
Charlene MacDonald
Ron Burns
Katha Fortier
Andy Savela
Tim Thibault
Tom Murphy
Bob Chernecki

Letter of Understanding
Between
The Participating Hospitals
And
CAW
Re: Benefits Providers

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

Dated this ____ day of _____, 2005

FOR THE HOSPITALS

Doug Demeo
Jody McKie
Jeff Lee
Matthew Sutcliffe
Caroline Van Kessel

FOR THE UNION

Krist McQuay
Jim Del Bianco
Pat Gould
Connie Thompson
Barb Maki
Amy Rubino
Terrie Sanderson
Sue Gosselin
Laurie Lessard

Michelle Angers-Belanger
Charlene MacDonald
Ron Burns
Katha Fortier
Andy Savela
Tim Thibault
Tom Murphy
Bob Chernecki

LOCAL PROVISIONS APPENDIX

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ARTICLE L2 – SCOPE AND RECOGNITION

- L2.01 The Hospital recognizes the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW – Canada) as the sole and exclusive bargaining agent of all office and clerical employees of Geraldton District Hospital Incorporated in the Town of Geraldton, save and except supervisors, persons above the rank of supervisor, administrative assistant and persons for whom any trade union held bargaining rights on the date of application.
- L2.02 The Hospital undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE L3 – MANAGEMENT RIGHTS

- L3.01 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively with the Hospital and shall remain with the Hospital, except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of suspension, discipline or discharge without just cause may be subject of a grievance and be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement. The Hospital will

provide the Union with copies of any rules and regulations that are generally published and issued to employees.

L3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE L4 – DEFINITIONS

L4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

L4.02 Full-Time Employees

“Full-time Employee” is an employee who regularly works more than twenty-eight (28) hours per week.

L4.03 Regular Part-Time Employees

“Regular Part-time Employee” is one who regularly works twenty-eight (28) hours per week or less as set out in a predetermined schedule.

L4.04 Casual Employees

An employee who works on an irregular or “as needed” basis for an indefinite period of time. A casual employee must be available to work at least six (6) shifts per month. Failure to work six (6) shifts per month when requested to do so will result in termination of employment and loss of seniority. The Hospital at its discretion may waive this provision of the clause.

L4.05 Executive Director

“Executive Director” shall mean the Executive Director of Geraldton District Hospital.

L4.06 Gender

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

L4.07 Student Employee

A student employee is a student employed with the Hospital from about May to September each year and who indicates she will return to school in September.

ARTICLE L5 – UNION SECURITY

L5.05 Posting of Seniority Lists

A seniority list will be established for all full-time and for all part-time staff. These lists will be up-dated each year and posted in April and October of each year. Copies of all seniority lists shall be supplied to the Union.

No objection may be taken unless notice of objection is given to the Hospital within one month after the list has been posted and supplied to the Union.

Notwithstanding the maintenance of two seniority lists, seniority will operate for all purposes under this agreement on the basis of total credited service within the bargaining unit.

L5.06 Bulletin Boards

The Hospital will provide the Union with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Union will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

ARTICLE L9 – UNION REPRESENTATION AND COMMITTEES

L9.02 Grievance Committee

The Hospital agrees to recognize a Grievance Committee composed of two (2) employees inclusive of the unit chairperson, to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period. The purpose of this committee is to deal with Union business as provided under this collective agreement.

L9.03 Union Stewards

- (a) The Hospital agrees to recognize one (1) Chief Steward and one (1) Union steward to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

L9.05 Local Negotiating Committee

The Hospital agrees to recognize a Local Negotiating Committee which shall have two (2) members. This committee shall be comprised of the unit chairperson and one (1) additional committee member to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period.

ARTICLE L19 – LEAVES OF ABSENCE

L19.03 Jury and Witness Duty

(This provision is applicable to part-time employees only)

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

- (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (a), (b) and (c) above.

L19.06 Union Leave

The cumulative total leave of absence shall not exceed twenty (20) days during the calendar year, the number of employees that may be absent at any one time shall not be more than two (2) with not more than one (1) from any one area.

ARTICLE L20 – HOURS OF WORK AND SCHEDULING

L20.01 Regular part-time employees will be available for work, as required by the Hospital, on the following basis:

- (i) available to work three (3) out of five (5) weekends;
- (ii) available to work three (3) tours (22.5 hours) per week;
- (iii) available to work all shifts;
- (iv) available to work as scheduled on any shift on:
 - (1) December 25 and 26, or
 - (2) December 31 and January 1.

These times will alternate annually unless employees agree otherwise.

L20.02 Shift schedules will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to exchange days off or days of work. Only exchanges between employees of the same classification will be considered. Any such change in the posted shift schedule initiated by the employee and approved by the Hospital shall not in any event result in overtime or premium payment.

The Hospital will endeavour to schedule full-time employees off work for not less than three (3) consecutive days at either Christmas or New Year's. This provision will have no application to employees who work Monday to Friday and are not normally scheduled to work on paid holidays.

L20.03 Work During Meal Period

When an employee is required to work during the normal meal break due to the requirements of patient care, such employee will re-schedule his/her half hour meal break, where possible. Should re-scheduling of the meal break not be possible, the employee will discuss the events with the immediate supervisor at the earliest opportunity and the immediate supervisor may authorize payment for the half hour meal break at time and one-half the regular straight time hourly rate.

L20.04 Weekends Off (Full-Time and Regular Part-Time)

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

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

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertaking.

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

ARTICLE L24 – PAID HOLIDAYS

(This provision is applicable to full-time employees only)

An employee who otherwise qualifies under Article 24.02 shall receive the following holidays with pay:

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

The Float holiday can be taken anytime during the fiscal year (April 1st to March 31st of the following year) that is mutually agreeable. If the float is not taken during the fiscal year it is forfeited.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement such holiday will be substituted for one of the above-mentioned holidays. Such designation shall not add to the present number of holidays.

Where an employee is entitled to a lieu day under Article 24.01 or 24.03, such day off must be taken at a mutually agreeable time within sixty (60) days following the holiday or payment will be made in accordance with Article 24.01.

ARTICLE L25 – VACATIONS

L25.03 Vacation Scheduling

The Hospital recognizes the need of each employee to have an annual vacation and provides for same as follows:

The vacation year or earning period shall be from April 1st in any given year to March 31st of the following year.

A list of vacations earned by each employee will be posted by department on April 1st of each year.

An employee shall secure permission and arrange the time for his/her vacation in the subsequent year with his/her Department Supervisor, no later than May 1st, of the year for which leave is requested.

Vacations within each category will be arranged in order of seniority until May 1st. If not submitted by May 1st, it will be on a first come first served basis. The Department Manager will respond by May 31st to requests for annual vacation.

Vacation may not normally be accumulated from one year to the next, but must be taken each year as earned unless otherwise arranged with the Department Manager and the Executive Director.

In the case of an employee wanting special vacation time and where a mutual agreement cannot be reached between the employee and the Department Manager, the Executive Director shall determine when the vacation may be taken.

Vacation will only be granted during the Christmas and New Year's holiday period, (December 15 to January 5) provided the department is adequately staffed during this period.

Equivalent salary in lieu of vacation time will not be permitted.

Leaves of absence without pay will not be approved unless all time in lieu of overtime and/or time in lieu of statutory holidays have already been used.

ARTICLE 27 – INJURY AND DISABILITY

L27.03 Modified Work/Accommodation

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

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

ARTICLE L31 – GENERAL

L31.02 Notice of Retirement

Three (3) months notice of retirement is recommended where circumstances permit. The retiring employee is asked to submit an application for Pension Benefits at the same time written notice of retirement is submitted to her Manager.

L31.03 Notice of Resignation

Where possible, an employee will give at least four (4) weeks written notice of termination to her Manager.

L31.04 Certificates of Registration

Employees requiring registration with regulating agencies or colleges are required to provide their current certificates of registration annually as evidence that their registration is in good standing and currently in effect. Employees will provide certificates to their respective managers (or designate) in accordance with Hospital policy.

L31.05 Computer Purchasing Plan

The Hospital will set up a payroll deduction plan for employees interested in purchasing a computer from a sole vendor selected by the Union/Management Committee. The Hospital will not be required to cash flow the purchases, but as part of the vendor selection process, vendors will be asked to quote only on the basis of providing the necessary credit.

L31.06 Injury & Disability

Pursuant to Workplace Safety Insurance Board legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted or made available to any other employee. Nothing in this clause is intended to supercede the layoff or recall language found in this collective agreement.

DATED this _____ day of _____, 2005.

FOR THE HOSPITAL

FOR THE UNION

MEMORANDUM OF UNDERSTANDING

between

GERALDTON DISTRICT HOSPITAL

-and-

**NATIONAL AUTOMOBILE, TRANSPORTATION AND
GENERAL WORKERS' UNION OF CANADA
(CAW-CANADA) LOCAL 229**

JOB SHARING

Job Sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position. Only full-time positions shall be considered for job sharing.

Job Sharing requested with respect to full-time positions shall be considered on an individual basis. There shall be only one (1) job shared position on any department/unit.

If the Employer agrees to a job-sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.
3. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, the supervisor and the Union.
4. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
5. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
6. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.

7. Coverage:

- (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover for the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 19 & 25 of the Full-time and Part-time Agreements

In the event that one member of the job-sharing arrangements goes on any of the above leaves of absence, the coverage will be negotiated with the supervisor, and union, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- 8. Any incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- 9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation:

The Employer or the Union may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should either party choose to terminate the job sharing agreement both employees will revert to their former status (immediately prior to the job sharing agreement) subject to any changes which would have occurred had she not been in a job sharing position.

Signed this ____ day of _____, 2005

FOR THE UNION

FOR THE HOSPITAL

LETTER OF AGREEMENT RE: JOB SHARING

1. At the request of _____ a full-time employee, Job Sharing will be offered starting the _____ day of _____, 200__.
2. This agreement is in accordance with the CAW Local 229 full-time Agreement Letter of Understanding "Job Sharing" between Geraldton District Hospital and CAW Local 229 regarding "Job Sharing".
3. The incumbent full-time employee _____ will share her full-time position with the successful candidate for the posting _____.
4. Both employees will be considered Regular Part-time for the duration of the job sharing and will be covered by provisions of the part-time collective agreement.
5. If there isn't mutual agreement of the parties to arrange a new agreement both employees will revert to their former status (immediately prior to the job sharing agreement).
6. Should either party choose to terminate the job sharing agreement, as per "Discontinuation" clause of the local contract, both employees will revert to their former status (immediately prior to the job sharing agreement).
7. Both employees will agree to cover each other vacation time.
8. For purposes of call-in, both employees will be slotted into the Regular part-time roster according to their seniority.
9. This agreement is to be signed by representatives of the hospital, both job sharers and their union representative.

<u>Employer Signatures</u>	<u>Date</u>	<u>Union Signatures</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	Union Representative	_____
_____	_____	Job Sharer	_____
_____	_____	Job Sharer	_____

**GERALDTON DISTRICT HOSPITAL
Clerical Unit
Schedule "A" - Hourly Wage Rates**

Classification	Effective Date	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Health Records Technician	October 11, 2004	18.393	18.796	19.198	19.599	20.001	20.371	20.704
	April 11, 2005	18.577	18.983	19.390	19.795	20.201	20.575	20.911
	October 11, 2005	18.948	19.363	19.778	20.191	20.605	20.987	21.329
Ward Clerk Accounting Clerk Emergency/Admitting Clerk Medical Records Typist	October 11, 2004	17.452	17.854	18.256	18.658	19.059	19.462	19.863
	April 11, 2005	17.627	18.033	18.439	18.844	19.249	19.656	20.062
	October 11, 2005	17.979	18.393	18.807	19.221	19.634	20.049	20.463
Administration Clerk	October 11, 2004	16.966	17.367	17.767	18.170	18.572	18.975	19.375
	April 11, 2005	17.135	17.540	17.945	18.352	18.758	19.165	19.569
	October 11, 2005	17.478	17.891	18.304	18.719	19.133	19.548	19.960
Recreation Aide	October 11, 2004	16.708	17.112	17.512	17.913	18.316	18.717	19.117
	April 11, 2005	16.875	17.283	17.688	18.092	18.499	18.904	19.308
	October 11, 2005	17.212	17.628	18.041	18.454	18.869	19.282	19.694

