

# **DRAFT**

## **COLLECTIVE AGREEMENT**

**-Between-**

**ST. JOSEPH'S GENERAL HOSPITAL  
ELLIOT LAKE, ONTARIO**

**-And-**

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

**OFFICE & TECHNICAL UNIT  
OAKS CENTRE**

**FULL-TIME/PART-TIME BARGAINING UNIT**

**Term: February 27, 2007 – February 26, 2010**

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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 St. Joseph’s General Hospital, the Union, and the employees represented by it, which will assist and promote the successful operation of St. Joseph’s General Hospital as a public service institution intended to provide Health Care Services to the general public.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

### **2.01 Full-Time Employee**

The Hospital recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all lay employees of St. Joseph’s General Hospital, Elliot Lake, Ontario as defined below.

“Employee” shall include such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board, dated the 27<sup>th</sup> day of February, 2002, which states that all employees of St. Joseph’s General Hospital, Elliot Lake, Office & Technical Unit and Oaks Centre, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, executive assistants to Senior Management personnel, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week, students employed for the school vacation period and persons covered by a subsisting collective agreement between the Canadian Auto Workers’ Union, Local 1120 and the Hospital.

### **Part-Time Employee**

The Hospital recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all lay employees of St. Joseph’s General Hospital, Elliot Lake, Ontario as defined below.

“Employee” shall include such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board, dated the 27<sup>th</sup> day of February, 2002, which states that all employees of St. Joseph’s General Hospital, Elliot Lake, Office & Technical Unit and Oaks Centre regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, graduate and student dieticians, graduate and undergraduate pharmacists, technical personnel, and persons covered by subsisting collective agreements between the Canadian Auto Workers’ Union, Local 1120 and the Hospital.

2.02 For the purpose of clarity the Board declares that the term “technical personnel” comprises occupational therapists, electro-encephalographers, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians, speech pathologists, social worker, pastoral care.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline, efficiency and quality patient care and to establish and enforce reasonable rules and regulations governing the conduct of the employees provided that they are not inconsistent with the provisions of this Agreement;
- (b) hire, discharge, transfer, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital’s operation, not otherwise specifically dealt with elsewhere in this Agreement.

### **ARTICLE 4 – DEFINITIONS**

4.01 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 or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. 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/her probation period will be credited with the appropriate seniority.

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

4.02 (a) “Executive Director” shall mean the Chief Executive Officer or designate.

- (b) A “Regular Part-Time Employee” is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a predetermined schedule.

## **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 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. 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 deductions were made, and the reasons why no such deductions were made.

On a one-time basis the Hospital 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

Seniority lists shall be posted on the bulletin board upon the signing of this agreement and be amended and subsequently posted in April and October of each year. A copy of the seniority lists will be supplied to the Local Union. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints.

5.06 Bulletin Boards

The parties agree to a mutually beneficial location for a CAW Union Bulletin Board (two at the Oaks Centre and one in the Hospital). The board will be glass enclosed and locked. Access to the board will be limited to the Unit Chairperson and Human Resources. It is further agreed that information posted on the board will be strictly Union related e.g. Union meetings, updates and other pertinent information relating to the membership.

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/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/her 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 every employee has a right to a work environment free from psychological violence/harassment. The Hospital and the Union must take reasonable action to prevent psychological violence/harassment and, whenever they become aware of such behaviour, to terminate such behaviour.

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 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 five (5) union representatives (two (2) from Oaks Centre and two (2) from Office & Technical and Unit Chair) 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. Members can be represented by committee members from either facility.

Grievance committee members 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/her duties, a Union Committee member is required to enter an area within the Hospital in which he/she is not originally employed, he/she shall report his/her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such Union Committee member shall again report to his/her immediate supervisor. A Union Committee member shall suffer no loss of earnings for time spent in performing the above duties during his/her 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 two (2) stewards from the Oaks Centre and two (2) from Office & Technical.
- (g) Official CAW steward lapel pins may be worn by stewards that have been confirmed in writing to the Hospital 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.

In future central bargaining between CAW and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his/her normal straight time working hours at his/her 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 the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating

Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) employee from a Hospital be entitled to such payment.

The Union shall advise the Hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) 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 five (5) Negotiating Committee members to represent the respective bargaining unit. This committee shall be comprised of the Unit Chairperson in addition to four (4) 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 shall be discussed at a Labour/Management Committee meeting. Membership shall consist of equal numbers of representatives. 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 The Hospital shall grant the President of the Local Union and the National Representatives of the Union entry into the Hospital upon proper notification of who may be present with the Committee at any meeting with the Hospital.
- 9.08 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 his/her committee member. In the case of suspension or discharge, the committee member will be present unless the employee waives the right in the presence of the committee member.

Any and all complaints against an employee shall be fully and completely investigated prior to any disciplinary action being taken. Should the employee need to be removed from the work area due to circumstances, the employee will not suffer any loss of pay until such time as the investigation has been completed and suspension or termination deemed to be appropriate.

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

A notice of discipline will remain part of the employee’s file until the employee has worked 18 months without further discipline.

## **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 he/she has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. The grievor may have the assistance of a committee member if he/she so desires.

Such complaint shall be discussed with his/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 his/her immediate supervisor's decision in the following manner and sequence:

#### Step 1

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

A meeting will then be held between Management 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 he/she could have instituted himself/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 Senior Manager of the Department, 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 employees. 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/her probationary period, claims that he/she 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 (2) 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/he has completed forty-five (45) 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 (12) calendar months. Upon completion of the probationary period, she/he shall be credited with seniority equal to forty-five (45) 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.

#### 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 his/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) the 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) the employee has been laid off for ~~twenty-four (24)~~ **forty-eight (48)** months;
- (f) the employee fails upon being notified of a recall, to signify his/her intention to return within five (5) working days after he/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 he/she has received the notice of recall;
- (g) the employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This 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 a 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 lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of ~~eighteen (18)~~ **thirty (30)** months if an employee's absence is due to a 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 WSIB 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 WSIB 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 **illnesses greater than six (6) weeks or** 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)~~ **twelve (12)** months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his/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 numbers of representatives of the Hospital and from the Union. The number of representatives 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 Layoff

#### (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 his or her classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) **Reassignments will occur in reverse order of seniority.**
- (ii) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee’s skills, abilities, qualification and training or training requirements;

- (iii) the reassignment of the employee does not result in a reduction of the employee’s wage rate or hours of work;
- (iv) the job to which the employee is reassigned is located at the employee’s original work site or at a nearby site in terms of relative accessibility for the employee;
- (v) the job to which the employee is reassigned is on the same or similar shift or shift rotations; and
- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

14.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article **14.02(a)(ii)** that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks’ salary for each year of continuous service to a maximum of ~~twelve (12)~~ **sixteen (16)** weeks’ pay and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(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 lay-off 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 his/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)~~ **forty-two (42)** weeks on the basis of the employee’s 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 lay-offs in the unit.

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

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

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

#### 14.04 Layoff and Recall

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
  - (i) Accept the layoff; or
  - (ii) Displace an employee who has lesser bargaining unit seniority and who

is the least senior employee in a lower or identical paying classification in the 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 employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification ~~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/she can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (b)(i) or (ii) 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 layoff.
- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he/she has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification or who exercised his or her displacement rights to a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within 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/her 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/her 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.
- (l) Voluntary Exit: After early retirement offers and before any lay-off notices are issued to employees in classifications where downsizing is occurring, the Hospital on a voluntary basis may offer exit packages of two (2) weeks to a maximum of 52 weeks pay to affected employees.**

14.05 Benefits on Layoff

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 from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

**ARTICLE 15 - NO CONTRACTING OUT**

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

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

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

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

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

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

## **ARTICLE 16 - WORK OF THE BARGAINING UNIT**

- 16.01 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 Employment Agencies

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

- 16.03 Volunteers

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of February 27, 2002. Any additions/deletions of names after February 27, 2002, the Unit Chairperson will be notified in writing.

Workers employed under Workfair Community Service shall not perform bargaining unit work.

## **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 his/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 Hospital 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 including 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 18 .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Unit Chairperson.
- 18.03 Employees shall be selected for positions under Article 18.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be provided to the Unit Chairperson and unsuccessful applicants will be notified.
- 18.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 18.01 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 18.01, and selection shall be made in accordance with Article 18.03 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 18.03 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 his/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/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy which he/she is posted, the employee will be returned to his/her former position at his/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

**Any employee who notifies the Hospital as soon as possible following a bereavement will be granted leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, guardian or step-parent. For pay purposes only, employees shall be entitled as follows:**

<b>7.5 hour worker</b>	<b>30 hours</b>
<b>8 hour worker</b>	<b>32 hours</b>
<b>11.25 hour worker</b>	<b>33.75 hours</b>
<b>12 hour worker</b>	<b>36 hours</b>

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his/her regular pay for his/her scheduled hours from the date of death up to and including the date of the funeral of a member of his/her immediate family. "Immediate family" means **parent**, brother, sister, **spouse**, same sex partner, common-law spouse, **son**, **daughter**, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law,

sister-in-law, grandparent, grandparent of spouse, grandchild, ~~guardian or step-parent~~. When required by the Hospital, proof of death will be presented by the employee. **For pay purposes only, employees shall be entitled as follows:**

<b>7.5 hour worker</b>	<b>22.5 hours</b>
<b>8 hour worker</b>	<b>24 hours</b>
<b>11.25 hour worker</b>	<b>22.5 hours</b>
<b>12 hour worker</b>	<b>24 hours</b>

19.02 Education Leave

- (a) If required by the Hospital, 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 Hospital 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 Hospital shall pay the full costs associated with the courses.

19.03 Jury and Witness Duty

If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of Law or Coroner's Inquest 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, travelling 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/her 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/her 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/her regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at his/her straight time hourly rate subject to (a), (b) and (c) above.

#### 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.
- (c) 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 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 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 qualified 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 the 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 his/her regular weekly earnings and the sum of his/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 he/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 his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours plus any wage increase or salary increment that he/she would be entitled to if he/she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of his/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 he or 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 requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified 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 the 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 his/her regular weekly earnings and the sum of his/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 he/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 his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours plus any wage increase or salary increment that he/she would be entitled to if he/she were not



on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of his/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 or 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 45 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 four (4) employees of the Hospital are absent on any such leave at the same time, and not more than two (2) employees 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.

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. 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 one (1). The year for the purposes of the program shall be September 1 of any 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 deferred 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 endeavour 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

Leave of absence without pay up to three (3) months may be granted to the employee for purposes of health, education or any valid personal reason at the discretion of the Senior Manager of the Department. **However, under no circumstances will a personal leave of absence be granted in order for an employee to be employed by another employer.**

**Employees will be allowed to take up to a maximum of three (3) days without pay, without being forced to use vacation or floater days, for any reason at the discretion of the manager and when there is availability of replacement staff.**

**ARTICLE 20 - HOURS OF WORK**

20.01 Daily and Weekly Hours of Work

The regular working week shall be thirty-seven and one-half (37-1/2) hours exclusive of an unpaid meal break of one-half (1/2) hour and the working hours shall average seventy-five (75) hours over bi-weekly periods.

This means that employees must report to their respective supervisors, or departments, in uniform where applicable, for the full shift. The work week and pay week shall be deemed to commence at 0001 hours Monday each week and pay day will be ~~by noon~~ through direct bank deposit every second **Thursday Friday**. **The night tour will be the first tour of the day.**

Part-Time

The regular work day shall be 7 ½ hours, exclusive of meal periods. However, as the need arises, ~~four (4) hour shifts~~ **shifts less than 7 ½ hours but not less than four (4) hours**, may be pre-scheduled which will include a fifteen (15) minute paid break. **It is further understood that in circumstances where the employee is**

**pre-scheduled for less than 7 ½ hours is required to remain at work will be paid straight time hours up to 7 ½ hours and any hours worked beyond 7 ½ hours would be paid according to Article 21 – Premium Payment.**

This means that employees must report to their respective supervisors, or departments, in uniform where applicable, for the full shift. The work week and pay week shall be deemed to commence at 0001 hours Monday each week and pay day will be by noon through direct bank deposit every second Thursday. The night tour will be the first tour of the day.

#### Program Workers & Attendants at Oaks Centre

Due to the need for constant client care, the regular working week for some full-time employees of the Oaks Centre shall be forty (40) hours inclusive of a paid meal break with a meal provided by the facility. The working hours shall average eighty (80) hours over bi-weekly periods. Part-Time employees shall work an eight (8) hour shift **or a twelve (12) hour shift** inclusive of a paid meal break with a meal provided by the facility. Employees identified as required to work this schedule shall be made aware of this upon hiring or posting for the position.

#### 20.02 Day-Light Savings

All hours worked will be paid at the regular straight time rate as a result of the change-over to daylight saving from standard time or vice versa. For clarity, it is understood that overtime hours will not be paid for additional hours worked as a result of the change-over.

#### 20.03 Rest Periods

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 ¾) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

#### 20.04 Time Off Between Shifts

- (a) In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of the shifts and changeover of shifts, and of thirty-nine (39) hours if there is one (1) day off, and of sixty-three (63) hours if there are two (2) days off between the change of shifts. The Hospital may allow an exchange of shifts at the request of two employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.
- (d) When rotating shifts **and when shifts are pre-scheduled**, employees are allowed a minimum of sixteen (16) hours off between the ending of the one shift

and the commencing of the other shift. Where the sixteen (16) hours is not granted, the employee shall be paid such hours worked at the rate of time and one half. **However, when shifts are unscheduled, a minimum of ten (10) hours will be allowed between shifts, otherwise the employee shall be paid at the rate of time and one half.**

20.05 Weekends Off

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 weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1-1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally required 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 undertakings.

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.

If an employee who is called on their scheduled weekend off refuses a shift, the refused shift will not be counted as a refused shift, as they are entitled to the weekend off according to the collective agreement.

20.06 Scheduling

- (a) (i) The work schedule is to be posted and unchanged for four (4) weeks in advance of present schedule, unless mutually agreed between employee and Hospital.
- (ii) Scheduled and call-in shifts for part-time employees shall be distributed by seniority on the following basis:

- For those part-time employees working a 7.5 hour shift, employees shall be scheduled up to forty-five (45) hours in a pay period by seniority. After all part-time employees are scheduled their forty-five (45) hours, available work shall be distributed equitably.
  - For those part-time employees working an eight (8) hour shift, employees shall be scheduled up to forty-eight (48) hours in a pay period by seniority. After all part-time employees are scheduled their forty-eight (48) hours, available work shall be distributed equitably.
- (b) When employees wish to exchange a shift or days off, no overtime resulting from such exchange will be paid for in excess of the regular working hours as set out in Article 20.01. The exchange must be in writing and have the approval of their Department Head.
- (c) Employees will not normally be scheduled to work more than seven (7) **7.5 hour** consecutive shifts without two (2) consecutive days off.
- (d) Required hours to work will be stated when employees are called.
- (e) Employees shall receive two (2) consecutive days off per week.
- (f) These scheduling objectives will not operate during the period December 15th to January 15th.
- (g) An employee cannot hold more than one classification while employed by the Hospital.
- (h) Where the Hospital is unable to transfer a new employee selected in accordance with Article 18 within thirty (30) calendar days of being awarded the position, the Unit Chairperson shall be notified of the reasons for the delay.
- (i) Requests for vacation, lieu time and statutory holidays after the schedule is posted shall be granted only when:
- the employee requesting such time has determined their own replacement in accordance with the provisions of the Collective Agreement
  - the Hospital does not incur a premium situation with respect to the replacement
  - the request, once a replacement has been determined, is approved by the manager

20.07 Notice of Change of Shift

The Hospital will endeavour to provide as much notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours notice is given personally to the full-time employee and less than twenty-four (24) hours notice is given personally to the part-time employee, time and one half (1-1/2) of the employee’s regular straight time hourly rate will be paid for all hours worked on the first shift of his/her new schedule.

## **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 Wage Schedule "A" of this Agreement.

### 21.02 Definition of Overtime (Overtime Premium)

(a) The Hospital shall pay time and one-half of the regular rate of pay for all hours worked in excess of seventy-five (75) hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. The Hospital shall pay time and one-half the regular rate of pay calculated to the nearest thirty (30) minutes worked for all time in excess of seven and one-half (7-1/2) hours in any one (1) day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time. If any employee is not required to work on any holiday, such day shall be counted as seven and one-half (7-1/2) hours of work for the purpose of computing a thirty-seven and one-half (37-1/2) hour week.

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

(b) Work performed on an employee's scheduled day off shall be paid at the rate of time and one-half. Overtime rates shall not be paid more than once for the same hours worked.

(c) When it is necessary to call out at premium, full-time will be called first according to seniority, then part-time according to seniority. There will be no doubles worked unless there is no alternative. If necessary, it is preferable to book a double from days to evenings or from evenings to nights, rather than nights to days.

(d) Employees working eight (8) hour shifts will qualify for overtime after eight (8) hours in a day or forty (40) hours in a week or eighty (80) hours in a pay period.

### 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.

21.04 Standby

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~~ **\$3.20** per hour for all hours on standby. Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

21.05 Weekend Premium

~~Effective April 1, 2002~~, an employee shall be paid a weekend premium of ~~fifty-five cents (\$0.55)~~ **one dollar (\$1.00)** per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

~~The weekend premium will be increased to sixty cents (\$0.60) April 1, 2003 and sixty-five cents (\$0.65) April 1, 2004.~~

21.06 Shift Premium

~~Effective April 1, 2002~~, employees shall be paid a shift premium of ~~fifty-five cents (\$0.55)~~ **one dollar (\$1.00)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

~~The shift premium will be increased to sixty (\$0.60) cents April 1, 2003 and sixty-five (\$0.65) cents April 1, 2004.~~

21.07 Call Back/Call-In

(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 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 a call back overlaps and extends into the hours of his/her regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his/her full shift on a holiday and is called back shall receive the greater of 2-1/2 times his/her regular straight time hourly rate for all hours 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 the Bargaining Unit

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

21.09 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate (i.e., where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding six (6) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

Accumulated lieu time cannot exceed 37.5 hours for 7.5 hour workers and 40 hours for 8 hour workers.

21.10 Paid Time to Working Time

Employees absent on approved leave, paid by the Hospital or by the Workplace Safety Insurance 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 Article 19.06.

**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/her normal shift he/she 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

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

22.03 Uniform Allowance

Full-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of seventy dollars (\$70.00) per year in a lump sum payment in the first pay period of November of each year.

Part-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of forty dollars (\$40.00) per year in a lump sum payment in the first pay period of November of each year.

22.04 Safety Shoe Allowance

Upon proof of purchase, effective June 23, 2002, and on that date of each subsequent year the Hospital will provide eighty dollars (\$80.00) for full-time employees and forty-five dollars (\$45.00) for part-time employees who are required by the Hospital to wear safety footwear during the course of his/her duties.

**ARTICLE 23 - HEALTH AND SAFETY**

23.01 Health and 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 and Safety Committee at least one (1) representative selected or appointed by the Union.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) 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 (1) 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 cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (h) If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health Committee.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

23.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees. At the same time, the Hospital agrees to meet directly with a representative of the Union or through the Health and Safety Committee to discuss the need for any additional protective clothing or equipment.

**ARTICLE 24 - PAID HOLIDAYS**

Full-Time

24.01 The recognized holidays with pay for this Agreement shall be:

New Year's Day	Good Friday	Victoria Day
Civic Holiday	July 1 <sup>st</sup>	Thanksgiving Day
Labour Day	Boxing Day	Christmas Day

but due to the nature of the services necessary in the Hospital, many of the employees may be required to work on these holidays. In general, employees will alternate with each other in being absent from work on holidays. For instance, an employee having Christmas Day off may not be allowed off on New Year's Day. Employees' preference shall be considered before posting of schedules for any statutory holiday, provided there is no delay in stating preference. However, where a conflict of preference exists for Christmas Day and/or New Year's Day only, seniority will be the governing factor.

24.02 Three (3) additional paid holidays to be designated as Floater holidays shall also be recognized.

24.03 It is agreed that for the purpose of scheduling Floater holidays referred to in Article 24.02, the following principles shall apply:

(a) Employees hired prior to April 1st in any year shall be entitled to three (3) Floater holidays between date of hire and December 15th, of that same year.

Employees hired between April 1<sup>st</sup> and August 31<sup>st</sup> in any year shall be entitled to two (2) Floater holidays.

Employees hired after August 31<sup>st</sup> in any year shall be entitled to one (1) Floater holiday.

Employees who have completed one (1) year of service with the Hospital shall be entitled to three (3) Float holidays per year on January 1<sup>st</sup> following completion of their first complete year of service.

(b) Floater holidays may be taken between January 15th and December 15th of each calendar year. **Floater holidays may be taken during the Christmas holidays when operationally feasible.**

(c) A minimum of four (4) weeks' notice shall be given prior to taking of a Floater holiday, unless otherwise mutually agreed upon.

(d) Floater holidays may not be taken consecutively until after Sept. 1st of each calendar year.

24.04 To qualify for paid holiday with pay as above, an employee must work his/her full regularly required shift immediately preceding and his/her regularly required shift immediately succeeding the holiday. In the event an employee is prevented from working said shift immediately preceding and succeeding such holiday by reason of legitimate illness, lasting more than five (5) full working days, such employee shall qualify for the statutory holiday with pay.

24.05 If any of the above named holidays occurs on an employee's regular day off, or during his/her vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the

Department.

24.06 Pay for holidays which fall within the probationary period of an employee shall not be payable until after the probationary period of service referred to elsewhere in this Agreement, has been completed, in which event it shall be paid retroactively to such employee.

24.07 Employees who are required to work on any of the above-named holidays will, at the option of the Hospital receive either:

- (a) pay at the rate of time and one-half the employee's regular rate for work performed on such holiday in addition to the regular pay provided he/she works the day before and after; or
- (b) pay at the rate of time and one-half the employee's regular rate for work performed on such holiday in addition to another day off at a mutually agreed time within thirty (30) calendar days, after the holiday has occurred.
- (c) If an employee is on sick leave he or she will be paid his/her paid holiday at seven and one-half (7-1/2) hours times his/her applicable hourly rate for the holiday but not sick leave.

24.08 In cases where less than seven and one-half (7-1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday, plus time and one-half of the employee's regular rate on any and all hours worked on such day.

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

24.10 Part-Time

a) If a part-time employee is required to work on any of the holidays listed in Article 24.10(b), the employee shall be paid at the rate of time and one half (1-1/2) his/her regular straight time hourly rate for all hours worked on such holiday. **The Hospital will distribute the opportunity to work Statutory Holidays to part-time employees as equally as the Hospital can do it throughout each year.**

b) The recognized unpaid holidays for this Agreement shall be:

New Year's Day	Good Friday	Victoria Day
Civic Holiday	July 1 <sup>st</sup>	Thanksgiving Day
Labour Day	Boxing Day	Christmas Day

Three (3) unpaid Floating Holidays

c) It is agreed that for the purpose of scheduling Floater holidays referred to in Article 24.10(b), the following principles shall apply:

i) Part-Time employees hired prior to April 1<sup>st</sup> in any year shall be entitled to three (3) unpaid Floater holidays between the date of hire and December 15<sup>th</sup> of that same year.

Part-Time employees hired between April 1<sup>st</sup> and August 31<sup>st</sup> in any year shall be entitled to two (2) unpaid Floater holidays.

Part-Time employees hired after August 31<sup>st</sup> in any year shall be entitled to one (1) unpaid Floater holiday.

Employees who have completed one (1) year of service with the Hospital shall be entitled to three (3) Float holidays per year on January 1<sup>st</sup> following the completion of their first complete year of service.

ii) Floater holidays may be taken between January 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year.

iii) A minimum of four (4) weeks’ notice shall be given prior to taking of a Floater holiday, unless otherwise mutually agreed upon.

iv) Floater holidays may not be taken consecutively until after September 1<sup>st</sup> of each calendar year.

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

## **ARTICLE 25 - VACATIONS**

### 25.01 Entitlement and Calculation of Payment

#### Full-Time

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of June 30<sup>th</sup> of any year shall be entitled to two (2) weeks annual vacation.  
Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30<sup>th</sup> of any vacation year shall be entitled to two (2) weeks.

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30th of any year shall be entitled to three (3) weeks annual vacation with pay.

An employee who has completed five (5) years but less than ~~fifteen (15)~~ **thirteen (13)** years of continuous service as of June 30th of any year shall be entitled to four (4) weeks annual vacation with pay.

~~An employee who has completed fifteen (15) years but less than twenty-three (23) years of continuous service as of June 30th of any year shall be entitled to five (5) weeks annual vacation with pay.~~

~~Effective the 2006-2007 Vacation year, an employee who has completed fourteen (14) years but less than twenty-two (22) years of continuous service as of June 30<sup>th</sup> of any year shall be entitled to five (5) weeks annual vacation with pay.~~

~~Effective the 2007-2008 Vacation year,~~ An employee who has completed thirteen (13) years but less than twenty-two (22) years of continuous service as of June 30<sup>th</sup> of any year shall be entitled to five (5) weeks annual vacation with pay.

~~An employee who has completed twenty-three (23) or more years of continuous service as of June 30th of any year shall be entitled to six (6) weeks annual vacation with pay.~~

~~Effective the 2006-2007 Vacation year,~~ An employee who has completed twenty-two (22) ~~or more~~ **but less than twenty-eight years** of continuous service as of June 30<sup>th</sup> of any year shall be entitled to six (6) weeks annual vacation with pay.

**An employee who has completed twenty-eight (28) years of continuous service as of June 30<sup>th</sup> shall receive seven (7) weeks annual vacation with pay.**

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours or work, subject to the application of the Effect of Absence provision. **In effect, full-time employees will be provided with salary continuance during vacation. Vacation Pay to be paid by separate deposit.**

Employees currently qualifying for enhance vacation credits beyond that listed above at the time of signing this agreement shall continue to receive the enhanced vacation credit.

Employees shall be entitled to carry over a maximum of one (1) week of vacation time from one vacation year to the next year with the approval of the Department Manager. Approval of this request shall not be unreasonably withheld.

#### Part-Time

Subject to maintaining any superior conditions concerning entitlement, vacation



entitlement shall be as follows:

A part-time employee who has completed less than 3,450 hours of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 8% of gross earnings.

A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 10% of gross earnings.

~~Effective the 2006-2007 Vacation year, an employee who has completed 24,150 hours but less than 37,950 hours of continuous service as of June 30<sup>th</sup> of any year shall receive 10% of gross earnings.~~

~~Effective the 2007-2008 Vacation year,~~ An employee who has completed 22,425 hours but less than 37,950 hours of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 10% of gross earnings.

~~A part-time employee who has completed 39,675 hours or more of continuous service as of June 30<sup>th</sup> of any year shall receive 12% of gross earnings.~~

~~Effective the 2006-2007 Vacation year,~~ An employee who has completed 37,950 hours ~~or more but less than 48,300 hours~~ of continuous service ~~as of June 30<sup>th</sup> of any year~~ shall receive 12% of gross earnings.

**An employee who has completed 48,300 hours of continuous service shall receive 14% of gross earnings.**

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay. **Part-time employees shall be paid vacation pay that has accrued during each pay period on the pay day for that pay period according to their vacation entitlement.**

Employees currently qualifying for enhance vacation credits beyond that listed above at the time of signing this agreement shall continue to receive the enhanced vacation credit.

Employees shall be entitled to carry over a maximum of one (1) week of vacation time from one vacation year to the next year with the approval of the Department Manager. Approval of this request shall not be unreasonably withheld.

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 (3) 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

After one (1) year of continuous service prior to July 1<sup>st</sup>, all employees shall be entitled to vacation with pay as outlined in Article 25.01 for full-time and part-time. The yearly vacation period commences on July 1<sup>st</sup> and ends June 30<sup>th</sup> the following year. The actual cut-off dates will be based on full pay periods.

- (a) The vacation request sheet shall be posted by February 1st.
- (b) Employees will be given preference with respect to their vacation periods in accordance with seniority.
- (c) Seniority must be exercised by the completion of evening tour April 1st.
- (d) Schedules will be posted by May 15th.
- (e) Between June 15<sup>th</sup> and September 15<sup>th</sup>, employees will be allowed to book up to two (2) weeks vacation entitlement as well as Single Vacation days as outlined in Article 25.04, in accordance with seniority and also be entitled to book additional vacation time outside of June 15<sup>th</sup> to September 15<sup>th</sup>.
- (f) Vacation weeks which become vacant after all employees have their initial vacation requests scheduled, shall be given on a first come, first serve basis.
- (g) It is agreed and understood that vacations are not necessarily continuous and that not more than one full-time and one part-time employee per unit per day will take vacation at the same time. The Hospital will endeavour to accommodate the wishes of the staff with respect to the choice of vacation dates. When taking an entire week, vacation will commence on a Monday and continue for seven (7) consecutive days. In the event that the full-time/part-time quota is not utilized, two (2) of either full-time or part-time may be allowed off at one time.

When operationally feasible, additional vacation requests will be granted based on seniority.

### (h) Termination of Employment

Employees failing to give two (2) weeks' notice of termination shall receive vacation pay in accordance with the Employment Standards Act.

25.04 Scheduling of Single Vacation Days

A request may be made for single vacation days during the period June 15<sup>th</sup> to September 15<sup>th</sup> and will be granted subject to the following conditions:

- a) A request for a week block of Vacation time will take precedence over any request for a single Vacation day
- b) A maximum of two (2) single Vacation days may be requested during the period June 15<sup>th</sup> to September 15<sup>th</sup>

**ARTICLE 26 - HEALTH AND INSURED BENEFITS**

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~~ **\$22.50** (single) and ~~\$25.00~~ **\$35.00** (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$500.00 per individual) and ~~effective February 27, 2005,~~ will include vision care to a maximum of ~~\$175.00~~ **\$200.00** every 24 months and introduce Generic Drug Substitution unless medically indicated otherwise. **The \$200.00 vision care benefit may be used towards the purchase of laser eye surgery.**

**Chiropractic shall be covered to a maximum of \$300 per insured annually for each service. Physiotherapy shall be covered to a maximum of \$300 per insured annually for each service.**

~~Effective the first of the month following ratification,~~ Eye exams will be paid once every two (2) years to a maximum of \$40.00 per employee.

~~Effective the first of the month following ratification,~~ Hearing aid tests will be paid once every two (2) years to a maximum of \$50.00 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. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of Group Life Insurance to which the employee is entitled.
- (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 with a one (1) year lag) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective September 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 \$1,000 annual maximum; and Blue Cross Rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1,000 annual maximum.

~~Effective the first of the month following ratification,~~ Orthodontic coverage at 50/50 co-insurance with a \$1,000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

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.

26.03 Pension Plan

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, enrol in the plan when eligible in accordance with its terms and conditions.

26.04 Benefits on Early Retirement

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

retired employee’s share towards the billed premium of the insured benefit plans shall be pre-paid on a monthly basis to the Hospital by the retiree.

### Part-Time

#### 26.05 Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid, subject to the HOOPP provisions as outlined in Article 26.06.

#### 26.06 Pension – Part-Time Employees

All present part-time employees enrolled in the Hospital’s of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the plan subject to its terms and conditions. New part-time employees shall have the option of joining the HOOPP plan when eligible and in accordance with its terms and conditions.

All part-time employees enrolled in the Hospital’s of Ontario Pension Plan (HOOPP) shall forfeit 4% of their percentage in lieu of fringe benefits and shall therefore receive 10% as percentage in lieu of fringe benefits.

## **ARTICLE 27 – INJURY AND DISABILITY**

#### 27.01 WSIB

In the case of an accident, which will be compensated by the Workplace Safety and Insurance Board, the Hospital will pay the employee’s wages for the day of the accident.

#### 27.02 Disabled Employees

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

#### 27.03 Modified Work Program

Any position modified or created to accommodate the return to work of an injured employee or an illness or off-the-job injury shall not be posted nor made available to any other employee.

## **ARTICLE 28 - SICK LEAVE**

### Full-Time

#### 28.01 Sick Leave and Long Term Disability

- (i) 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.
- (ii) 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.
- (iii) 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 Insurance benefits.
- (iv) 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.
- (v) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (vi) Employment Insurance Rebate

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

- (vii) 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.
- (viii) Pay for Medical Certificates

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

employee.

28.02 WSIB (Full-Time)

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 WSIB for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she/he would receive from WSIB if her/his claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written 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 workplace safety insurance 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

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

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

Acceptance of a Lower Paid Classification

An employee who accepts a lower paid classification within the bargaining unit shall be placed at Step 3 of the lower paid classification, as a minimum, and the Hospital shall then evaluate relevant experience during the trial period as specified in Article 18.07. Where, in the Hospital's opinion such experience is relevant, the employee

shall be slotted in that step of the wage progression beyond Step 3 consistent with one (1) year’s service for every one (1) year of related experience in the new classification on the completion of the trial period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

29.03 Temporary Transfer

**At the discretion of the Hospital**, when an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position **or any other position** in the bargaining unit, for a period in excess of one-half of a shift, he/she shall be paid the rate immediately above his/her current rate in the higher classification **or no less than their current rate** to which he/she was assigned from the commencement of the shift on which he/she was assigned the job. **The Hospital will consider qualifications, ability and experience.**

29.04 Job Classification

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



29.05 Wages and Classification Premiums

- (a) The job classification and wages to be paid are set out in Schedule "A" hereto attached and forming part of this Agreement.

These rates will be reflected on employee's earnings advice statements

- (b) It is understood and agreed that nothing contained in this Agreement shall lower any present working condition or wage standard. Any employees presently receiving an increment above these rates shall maintain this increment throughout the life of this Agreement. It is understood and agreed that any change in wages or working conditions during the life of this Agreement shall be negotiated between the Hospital and the Union.

**ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT**

30.01 Printing of Collective Agreement

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

**ARTICLE 31 – RETROACTIVITY**

- a) Retroactivity 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.
- b) Retroactivity will be paid for all hours paid by the Hospital to all eligible employees on the payroll as of the certification date of the Union and to all new employees hired since that date. Retroactivity will be paid within sixty (60) days of the signing of this Agreement.
- c) If an eligible employee has terminated his/her employment since the certification date of the Union, the Hospital shall advise the employee within thirty (30) days of the signing of this agreement by notice in writing by registered mail to the last known address on the records of the Hospital and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two (2) pay periods of the employee making such claim.

**ARTICLE 32 - TERM**

This Agreement shall continue in effect until February 26, **2010**.

**Signed at Elliot Lake, Ontario, this 15 day of February, 2007.**

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
T. Thibault  
L. Rivet  
P. Collett  
S. Alamenciak  
G. Morin  
I. Forsyth

**SCHEDULE “A”**

**CAW – OFFICE & TECHNICAL**

<b>CLASSIFICATION</b>	<b>DATE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
<b>Level 1</b>	Feb. 26/07	12.671	13.464	14.426	15.048	15.840	
	Feb. 27/07	13.019	13.834	14.648	15.462	16.276	
	Feb. 27/08	13.410	14.249	15.087	15.926	16.764	
	Feb. 27/09	13.759	14.620	15.480	16.340	17.200	
<b>Level 2</b>							
	Ward Clerk	Feb. 26/07	15.083	16.026	16.969	17.910	18.853
	Receptionist Sp/Physio	Feb. 27/07	15.498	16.467	17.436	18.403	19.371
	Medical Records Clerk	Feb. 27/08	15.963	16.961	17.959	18.955	19.953
	Feb. 27/09	16.378	17.402	18.426	19.447	20.471	
<b>Level 3</b>							
	Swbd/Admitting Clerk	Feb. 26/07	15.089	16.030	16.971	17.912	18.853
	Medical Secretary	Feb. 27/07	15.504	16.471	17.438	18.405	19.371
	Medical Dicta-Typist	Feb. 27/08	15.969	16.965	17.961	18.957	19.953
	Secretary Camillus	Feb. 27/09	16.384	17.406	18.428	19.450	20.471
	Secretary Radiology Attendant Pharmacy Assistant						
<b>Level 4</b>							
	Dietary Clerk	Feb. 26/07	16.410	17.436	18.461	19.487	20.513
	Pharmacy Technician	Feb. 27/07	16.861	17.915	18.969	20.023	21.077
	Accounts Receivable Clerk	Feb. 27/08	17.367	18.453	19.538	20.624	21.709
	Lab Assistant Stores Clerk Program Worker	Feb. 27/09	17.819	18.933	20.046	21.160	22.274
<b>Level 5</b>							
	Medical Records Technician	Feb. 26/07	17.887	19.005	20.122	21.241	22.359
	Intake Worker	Feb. 27/07	18.379	19.528	20.675	21.825	22.974
		Feb. 27/08	18.930	20.113	21.296	22.480	23.663
	Feb. 27/09	19.422	20.636	21.849	23.064	24.278	
<b>Level 6</b>							
	Counsellor	Feb. 26/07	22.620	24.034	25.447	26.861	28.275
		Feb. 27/07	23.242	24.695	26.147	27.600	29.053
		Feb. 27/08	23.939	25.436	26.931	28.428	29.924
	Feb. 27/09	24.562	26.097	27.631	29.167	30.702	
<b>Level 7</b>							
	Physiotherapist	Feb. 26/07	28.896	29.765	30.657	31.571	32.831
		Feb. 27/07	29.691	30.584	31.500	32.439	33.734
		Apr. 9/07	31.553	32.502	33.476	34.474	35.850
		Feb. 27/08	32.500	33.477	34.480	35.508	36.925
	Feb. 27/09	33.345	34.347	35.377	36.431	37.885	

**Each Step in the Wage Progression Grid is equivalent to one (1) year; Full-Time – 1950 ; Part-Time – 1725**

**Contract Expiry Date: February 26, 2010**

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

Re: Article 20.05 – Weekends Off

The parties agree that the current language of Article 20.05 is restrictive for part-time employees in that they cannot work more than two (2) weekends in a row, otherwise premium pay results and therefore are not provided shifts on a third weekend because of the premium issue. In order to provide equitable work for all part-time employees the parties agree that part-time employees are permitted to work more than two (2) weekends in a row at straight time to satisfy specific days off requested by any employee. It is further understood that no premium will result from part-time employees working more than two (2) weekends in a row to satisfy this request. This is a voluntary process for all part-time employees.

The parties further agree that this Letter of Understanding will for a six (6) month trial and agree to evaluate the effectiveness of this agreement by January 1, 2006. If the parties agree, this Letter of Understanding may then be extended, in writing, for the life of the current agreement.

Dated this 15th day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
T. Thibault  
L. Rivet  
P. Collett  
S. Alamenciak  
G. Morin  
I. Forsyth

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Violence Against Persons**

The parties hereby recognize and share the concern that people 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 person 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 15<sup>th</sup> day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
T. Thibault  
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I. Forsyth

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Roster of Arbitrators**

The parties hereby agree that a mutually agreed upon roster of at least six (6) arbitrators will be utilized for the purpose of referring grievances to arbitration which deal with the following issues:

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

The six (6) arbitrators for the term of this Collective Agreement shall be:

Dan Harris  
Loretta Mikus  
Tim Armstrong  
Gordon Luborsky  
Sherry Liang  
Paula Knopf

Dated this 15th day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
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**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Education Fund**

St. Joseph’s General Hospital agrees to provide to the CAW – Canada, Office and Technical Unit, Local 1120, a payment of \$200.00 for Union Education in each year of the current agreement. This payment shall be made no later than December 31, 2007 and December 31, 2008 and December 31, 2009.

Dated this 15th day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
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**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Percentage in Lieu – Part-Time Employees**

The parties agree that during this Agreement, should the Hospitals of Ontario Pension Plan (HOOPP) provide a “pension holiday” whereby no contributions from employees and the Hospital will be required, part-time employees will be provided with the 4% forfeited while contributing to the Pension Plan.

Dated this 15<sup>th</sup> day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
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J. Moulton  
P. Bogensberger

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Pooling of resources**

The parties agree to meet within three (3) months of ratification of this agreement to discuss the issue of pooling of secretarial type resources to provide backup for vacation and short-term sick time replacement.

Dated this 15<sup>th</sup> day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
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**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH’S GENERAL HOSPITAL**

**And**

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Letter concerning LHIN’s (refer to Service contract)**

Dated this 15<sup>th</sup> day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
T. Thibault  
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I. Forsyth

## LETTER OF UNDERSTANDING

Between

**ST. JOSEPH’S GENERAL HOSPITAL**

And

**CAW – CANADA, LOCAL 1120**

**OFFICE & TECHNICAL UNIT**

**Re: Twelve Hour Shifts**

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

1) Introduction and Discontinuation Language:

- (i) A compressed work week shall be introduced when:
    - (a) seventy-five percent (75%) of the employees so indicate by secret ballot: and
    - (b) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
  - (iii) A compressed work week may be discontinued when:
    - (a) sixty-five percent (65%) of the employees so indicate by secret ballot:
    - (b) the Hospital, because of:
      - 1. adverse effects on patient care
      - 2. inability to provide a workable staffing schedule
      - 3. where the Hospital wishes to do for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule
      - 4. when notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.
- 2) the regular hours of work shall be 11.25 paid hours except as stated in Article 20.01 for employees of the Oaks
- 3) there shall be 45 minutes paid rest time and 45 minutes unpaid rest time except as stated in Article 20.01 for employees of the Oaks
- 4) the probationary period will be 337.5 hours
- 5) overtime will be paid after 11.25 hours per day or 12 hours for Oaks employees and if there is a balancing tour in the schedule, then it will be paid after the 7.5 hours worked on the balancing tour or 8 hours for Oaks employees.
- 6) Sick leave for the purposes of HOODIP, an employee working extended tours shall be

- paid in accordance with seniority for fifty (50) extended tours or 562.5 hours.
- 7) Statutory holidays – employees who work on a statutory holiday will be paid time and one half for hours worked on that day.
  - 8) Shift premium – for purposes of this clause, the normal day will be the extended shift.
  - 9) Vacations – a vacation week with pay will be equivalent of 37.5 hours.

Dated this 15<sup>th</sup> day of February, 2007.

**FOR THE HOSPITAL**

R. Primeau  
M. Viel  
R. Regis  
P. Ozolins  
J. Moulton  
P. Bogensberger

**FOR THE UNION**

T. Murphy  
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