

COLLECTIVE AGREEMENT

between

**HOTEL - DIEU GRACE HOSPITAL
WINDSOR, ON**

and

**NATIONAL AUTOMOBILE, AREOSPACE,
TRANSPORTAION AND GENERAL
WORKERS UNION OF CANADA (CAW –
CANADA) AND ITS LOCAL 2458**

SERVICE UNIT

Term of Agreement: April 1, 2001 to March 31, 2004

FORWARD

This Agreement resulting from Collective Bargaining between Hotel-Dieu Grace Hospital and National Automobile, Aerospace, Transportation and General Workers Union and its Local 2458 is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their committeepersons or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

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ARTICLE 1 - RECOGNITION

1:01 The Employer recognizes the Union as the sole bargaining agent for those of its employees covered by the Certificates issued by the Ontario Labour Relations Board on March 5th, 2001, and described more particularly as follows:

"All employees of Hotel-Dieu Grace Hospital, in the City of Windsor, save and except Supervisors and persons above the ranks of Supervisor, Professional medical Staff, Registered Nurses, Graduate Nurses, Pharmacists, Graduate Dieticians, Pastoral Care Workers, Technical and Paramedical Personnel, co-operative students and students employed during the school vacation periods and persons covered by subsisting Collective Agreements".

1:02 For the purposes of clarity, the parties hereto further agree and understand the following:

a) The position of elevator operator is excluded from the Bargaining Unit.

1:03 The phrase "part-time employee" when used in this Agreement shall mean an employee who is regularly scheduled to work less than twenty-four (24) hours per week.

ARTICLE 2 - DISCRIMINATION

2:01 There shall be no discrimination, interference, intimidation, restraint or coercion by the Union or any member thereof or any agent thereof or by the Employer or by the officers thereof regarding any employee because of his membership or non-membership in the Union. Union activities or meetings shall not be held on Employer's time or premises except as hereinafter provided without the consent of the Employer.

2:02 In accordance with the provisions of the Labour Relations Act of Ontario and the Ontario Human Rights Code, the parties agree that there shall be no discrimination, interference, intimidation, restraint or coercion against any employee with regard to any term or condition of employment because of race, religious affiliation, creed, colour, age, sex, disability, marital status, nationality, ancestry, place of origin, ethnic origin, citizenship, sexual orientation or family status or because any employee was or is a member of the Union or was or is exercising any rights under either of these statutes or under this Agreement.

2:03 Workplace Harassment

The parties are committed to providing a harassment free workplace. To that end, it is agreed that there will be no discrimination by either party or by any of the members covered by this agreement on the basis of race, creed, colour, national

origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*.

- a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap. Ref: Ontario Human Rights Code, Sec. 5(2).
- b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or another employee. Ref: Ontario Human Rights Code Sec. 7(2).
- c) Every person has a right to be free from:
 - i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. Ref: Ontario Human Rights Code, Sec 7(3).
- d) A member who believes that she has been harassed or discriminated against contrary to this provision, may file a grievance under article 5 of this agreement or follow the procedure as outlined in the Hospitals' Policy on a Harassment Free Workplace. In the alternative, the employee may pursue the matter through the Ontario Human Rights Commission. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Ref: *Ontario Human Rights Code, Sec. 10(1)*.
- e) The Hospital and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.”

ARTICLE 3 - RESERVATIONS OF MANAGEMENT

3:01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline or discharge any employee subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3:02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in the interest of its patients, service to them and the welfare of the community at large and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - REPRESENTATION

4:01 The Employer shall recognize up to fourteen (14) committeepersons from the bargaining unit one (1) of whom shall be Chairperson and one (1) of whom shall be the Vice-Chairperson. Each committeeperson shall be an employee with at least one (1) year's seniority. Further, it is understood not more than two (2) committeepersons from any one (1) department will attend at meetings between the Hospital and the Union, unless agreed to otherwise.

4:02 The duties of the committeepersons are as follows:

(a) The committeepersons, together with the Chairperson and the National Representatives or Local Officer, shall negotiate with the Employer the renewal of this Agreement or the making of a new Agreement as herein provided. The Committeeperson shall be paid his regular rate for all regular scheduled working hours lost due to attending negotiating meetings with the Employer.

(b) The Committeepersons will assist employees on all shifts in presenting their grievances to the representatives of the Employer. A Committeeperson or Chairperson shall be given time off from his regular duties for the purpose of attending to any grievance that may arise out of this Agreement, provided however that such Committeeperson or Chairperson shall first request and obtain the permission of his or her supervisor before leaving the job. Such permission shall not be unreasonably withheld.

4:03 The Chairperson shall be assigned to the day shift.

4:04 The Employer shall also recognize a Negotiation Committee comprised of not more than seven (7) employees from the Bargaining Unit, with at least one (1) year's seniority. All of the members of the Negotiating Committee shall be paid their regular rate of pay for all regular scheduled working hours lost due to attending meetings with the Employer. The Union shall have the right to have the assistance of Representatives of CAW-Canada and its Local 2458 when negotiating with the Hospital.

4:05 Negotiating Committee members who are scheduled to work 11:00 pm, to 7:00 am., or 3:00 pm., to 11:00 pm., on the day of negotiations shall have their shift changed to

the day shift for the purpose of attending negotiations. If negotiations are scheduled on a day off, for any committee member, they shall be paid as if they worked that day and be scheduled for an alternate day off at a mutually agreeable time. Such change shall not be subject to premium payment. Further, days upon which negotiations occur shall be considered as days of work for all Negotiating Committee members.

- 4:06 The Union shall advise the Hospital of the names of the employees when they have been elected as committeepersons and/or members of the negotiating committee.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5:01 The parties to this Agreement are agreed that it is of the utmost importance to adjust grievances as quickly as possible. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

- 5:02 Grievances properly arising under the Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his/her grievance in writing to his/her immediate supervisor within ten (10) working days after such grievance has arisen. The aggrieved employee may be accompanied by his/her committeeperson or Chairperson at the request of the aggrieved employee. The immediate supervisor shall give an answer in writing within five (5) working days after the presentation of such grievance. Should no settlement satisfactory to the aggrieved employee be reached within five (5) working days of the presentation aforesaid, the next step in the grievance procedure may be taken within five (5) working days thereafter.

Step No. 2

The grievance shall be presented in writing by the aggrieved employee or their committeeperson to the Department Head. The aggrieved employee may be accompanied by a Chairperson at the request of the aggrieved employee. The Department Head shall render a decision in writing within five (5) working days after the presentation aforesaid, the next step in the grievance procedure may be taken within five (5) working days thereafter.

Step No. 3

The grievance shall be presented in writing by the aggrieved employee or their committeeperson to the Director of Human Resources or designate. The Director of Human Resources or designate and not more than three (3) representatives of the

Hospital shall within seven (7) working days from such presentation meet with the aggrieved employee, the departmental committeeperson or the Chairperson and the Local Officer of the Union. A representative of the National Union may also attend, if requested to do so by either the aggrieved employee, the Union or the Employer. The Director of Human Resources or designate shall render his/her decision in writing within five (5) working days from such meeting and a copy thereof shall be mailed or delivered forthwith to the aggrieved employee and to the Union Office.

Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such difference or question may be submitted to arbitration as hereinafter provided and if no written request for arbitration is made within ten (10) days after the decision is given in Step 3, it shall be deemed to have been settled.

- 5:03 In the case of a grievance alleging improper discharge of any employee employed within the bargaining unit described in Article 1:01 of this Agreement, the discharged employee shall submit his grievance in writing to the Director of Human Resources or designate within ten (10) working days after the date of his discharge. The Director of Human Resources or designate shall convene a meeting with the aggrieved employee, the departmental committeeperson, the Chairperson and the Local Officer of the Union within ten (10) days after the date on which the Director of Human Resources or designate received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Director of Human Resources or designate shall deliver his decision in writing to the Chairperson within three (3) days after the date of the meeting and a copy shall be mailed to the Union Office. If the written decision of the Director of Human Resources or designate is not satisfactory to the Union, the grievance may be taken to arbitration in accordance with the provisions of this Article and Article 6 of this Collective Agreement.
- 5:04 Any time limits referred to in the grievance and arbitration procedures within which any procedure is required to be taken, or notice to be given, shall be calculated exclusive of Saturdays, Sundays and the religious and statutory holidays hereinafter recognized, and, for the aggrieved employee, his or her scheduled days off.
- 5:05 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or violation of the Agreement, which may be considered policy matters shall be originated in writing at Step 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or 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 such employee could himself institute and the regular grievance procedure shall not be thereby bypassed. If the decision of the Director of Human Resources or designate is not satisfactory to the Union the grievance may be taken to arbitration in accordance with Article 6 of this Agreement.

5:06 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Department Head or designate, within five (5) 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.

5:07 The time limits noted above may be extended by mutual agreement between the parties.

ARTICLE 6 - ARBITRATION

6:01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article and all other provisions referring to an Arbitration Board shall appropriately apply. The parties agree to establish a roster of four (4) arbitrators, such list to be established by mutual agreement of the parties. Grievances referred to arbitration will be heard by one of the Arbitrators on the roster on a rotating basis.

1. Mike Watters
2. Howard Snow
3. Wes Rayner
4. Howard Brown

Notwithstanding the foregoing, if either party wishes to utilize a Board of Arbitration, they shall notify the other party of same and at the same time name a nominee. Within five (5) days after the receipt of such request, the other party shall select a nominee and give notice thereof to the other party.

6:02 Procedure for Arbitration Board

If within five (5) days thereafter, the nominee representing each party cannot agree upon an arbitrator, a request shall be addressed to the Minister of Labour of Ontario, who shall appoint an arbitrator. Upon the appointment of such arbitrator, he shall be the Chairman of the Board of Arbitration and the matter of the grievance shall be submitted to such Board as rapidly as possible. Each party shall pay the nominee appointed by it and the arbitrator shall be paid as to one half (1/2) by each of the parties.

6:03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

- 6:04 The Arbitrator/Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement. Any decision or penalty made or imposed by the Employer which does not involve the interpretation, application, administration or violation of this Agreement may not be dealt with in any way by the Arbitrator or Board of Arbitration.
- 6:05 Proceedings before the Arbitrator/Arbitration Board will be expedited by the parties hereto. The Arbitrator/Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. In the case of an Arbitration Board the decision of a majority is the decision of the Board, but if there is no majority the decision of the Board Chairperson governs.
- 6:06 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6:07 Notwithstanding the provisions of this article, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) 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.

ARTICLE 7 - MANAGEMENT GRIEVANCES

- 7:01 It is understood and agreed that the Employer may bring forward to any meeting held with the representatives of the Union any complaint with respect to the conduct of the Union, its Officers, Committeepersons, in connection with matters affecting the Employer, its Officers, Director and Employees, and that if such complaint by the employer is not settled to the satisfaction of the employer, the employer may within five (5) days from the date of the meeting submit the complaint in writing to the President of the Union and it shall be treated as a grievance and referred to arbitration in the same way and to the same extent only as the grievance of an employee.

ARTICLE 8 - LEAVE OF ABSENCE

- 8:01 It is mutually agreed that the Employer may grant leave of absence without pay for legitimate personal reasons and shall grant leave of absence without pay for union business, as hereinafter mentioned, to employees with one (1) or more years of seniority.
- 8:02 Leave of absence of personal reasons shall be applied for in writing by the employee to the Director of Human Resources or designate at least two (2) weeks prior to the contemplated commencement of the leave of absence. The written application shall clearly state the reason for the leave of absence and the

contemplated length of time during which the employee will be away from his work. It is understood that while an employee is on leave of absence he shall not engage in gainful employment and that if he does engage in such gainful employment, he shall forfeit all seniority rights under this Agreement. In case of an emergency, the two (2) week prior notice shall be waived.

- 8:03 Leave of absence for Union business shall be applied for in writing by the employee to the Director of Human Resources or designate at least four (4) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he/she shall be away from his/her work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include but not be limited to, conventions, seminars, educational programs and special executive board meetings. No more than two (2) employees from any one (1) department may be eligible for leave of absence for union business at any one (1) time. An employee shall be allowed to make application for leave of absence for Union business a maximum of four (4) times in any calendar year. When an employee is absent on such leave of absence, the employer shall retain the employee on the employer's payroll and invoice the union such payment. Such invoice shall be inclusive of EI, CPP, WSIB and the Employer Health Tax.
- 8:04 During leave of absence, except as otherwise specified in this Article, the only right which shall accumulate for an employee is that of seniority, for full time employees.
- 8:05 The decision of the employer in rendering or refusing applications for leaves of absence for personal reasons shall not be subject to grievance proceedings. Upon refusal of an application for a personal leave of absence, the employee will be provided in writing with the reason for the refusal from his Department Head or designate.
- 8:06 An employee who is elected or appointed to office in CAW Local 2458 or as a National Representative, upon request, shall 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 leave, 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 apply to only three (3) employees at a time and that the Union will provide adequate notice prior to an employee commencing such leave. In addition, it is understood that any

employee so elected or appointed is required to maintain their competence and/or qualifications in the event that they are to return to the workplace.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9:01 (a) Seniority employees shall be entitled to a leave of absence without loss of pay for up to a maximum of three (3) scheduled working days from and including date of death to and including the day following the date of funeral in the case of death in the immediate family, that is, the death of spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandparent, grandchild, ward, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. For the purposes of this clause, spouse shall mean husband, wife, common-law spouse or partner of the same sex, provided such common-law spouse or partner of the same sex and the employee have co-habited for at least one (1) year.
- (b) In addition to 9.01(a) an employee may request vacation or unpaid leave and such leave requests will not be unreasonably denied by the Employer.
- (c) Where a bereavement leave occurs, pursuant to this article, immediately prior or during an employee's scheduled vacation, the employee will be allowed to substitute the affected vacation days with bereavement days. Such vacation days to be taken at a later date mutually agreed between the employee and the employer.
- 9:02 In order to qualify for the foregoing leaves, an employee may be required to submit reasonable proof of death (i.e. newspaper clipping, printed funeral notice).

ARTICLE 10 - JURY DUTY

- 10:01 An employee employed within the bargaining unit who is called to serve as a juror or who is subpoenaed as a witness in a criminal or civil court shall be granted leave of absence for such purpose. Such an employee who serves as a juror or as a witness during his scheduled working hours shall be paid the difference between the amount received for such jury or witness duty and the amount which he would have received from the Hospital had he worked his regularly scheduled working hours. To be eligible to receive payment from the Hospital, the employee must give the Hospital notice of his intention to be absent from work within twenty-four (24) hours of receipt of the subpoena or jury notice except where the employee is unable to do so due to circumstances beyond his control and he must also, at the conclusion of his jury or witness duty, obtain a certificate from the court showing the period of his jury or witness duty and the employee shall deposit this certificate together with

evidence of the amount of compensation paid to her, excluding traveling allowance, with the hospital payroll office.

If an employee is scheduled to work on a weekend and that employee has been on jury duty for the entire preceding week, he will not be required to work on that weekend.

ARTICLE 11 - SENIORITY

- 11:01 Seniority shall be defined as the length of service in the Bargaining Unit as set out in Article 1 of this Agreement.
- 11:02 Full time employees shall be on probation until they have completed sixty (60) days actually worked. The probationary period may be extended for an additional 60 worked days at the discretion of the Hospital. Should such an extension be implemented the Hospital will meet with the employee and their union representative to outline the reasons for the extension and to develop a plan to assist the employee in passing the probationary period. After completion of the probationary period, seniority shall be effective from the date upon which the employee was last hired by the Hospital. Thereafter, seniority shall accumulate on the basis of continuous service.
- 11:03 Part time employees shall be on probation until they have completed four hundred and fifty (450) hours actually worked or nine (9) calendar months, whichever comes first. The probationary period may be extended for an additional 450 hours at the discretion of the Hospital. Should such an extension be implemented the Hospital will meet with the employee and their union representative to outline the reasons for the extension and to develop a plan to assist the employee in passing the probationary period. After completion of the probationary period, seniority shall be effective from the date upon which the employee was last hired by the hospital.
- 11:04 During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired Employee. Where the employer has concerns regarding the performance, abilities and suitabilities of the Employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal. The provisions of Articles 5 and 6 shall not apply to the discharge of a probationary employee nor shall the provisions of those articles be available to the Union with respect to the discharge of any probationary employee.
- 11:05 Each employee shall be classified as a member of one of the following departments, Nursing, Physical Plant, Nutrition and Food Services, Environmental Services,

Radiology, Nuclear Medicine, Pharmacy and Purchasing. Additional departments may be established or deleted from time to time as the Hospital deems necessary. When a new department is established, any employee, within the scope of that Department, shall retain their seniority in the Department in which they were last classified.

11:06 The hospital shall maintain and post separate seniority lists setting out the names of full time and part time seniority employees employed within the bargaining unit, their respective classifications and seniority. These lists shall be updated and posted every six (6) months (January and July) and copies of same mailed to the union office forthwith and made available to the Chairperson.

11:07 For the purpose of this agreement, seniority shall mean for full-time and part-time employees, their length of service from their date of last hire.

Notwithstanding the above, it is understood and agreed that accumulated hours worked will be the basis on which part-time employees receive wage increases and earn vacation entitlement. For these purposes, 1664 hours worked will equal one (1) year of credit. It is further understood that part-time employees may not earn more than one (1) year of credit during any one calendar year. The following formula will be used to determine credit for vacation entitlement and wage increases:

$$\frac{\text{Number of Hours Worked}}{\text{Since Date of Last Hire}} \div 1664 = \text{Years of Credit}$$

11:08 When two (2) or more employees have the same seniority than as between them seniority shall be determined in alphabetical order of their last name at their last date of hire.

11:09 In the event that a full time employee becomes a part time employee, such employee's name will be removed from the full time employees seniority list and will be added to the part time employees seniority list. Such employees shall carry with them all accumulated seniority to the date of becoming a part time employee.

11:10 In the event that a part time employee becomes a full time employee, such employee's name will be removed from the part time employees seniority list and will be added to the full time employees seniority list. Such employee will be credited with all accumulated seniority to the date of becoming a full time employee.

11:11 In the event an employee suffers a major disability in the course of their employment, exception will be made to the seniority provisions of this Agreement in favour of such employee, after consultation with the union bargaining committee.

11:12 Fundamentally, the rules respecting seniority are designed to give an employee an equitable measure of security based on length of service.

11:13 The seniority and employment of an employee shall terminate if:

- (a) the employee resigned, retires or quit. An employee shall be deemed to have quit when he gives notice of his desire to leave and leaves the Hospital's employment;
- (b) the employee is discharged for just cause and not re-instated through the grievance or arbitration procedures hereinafter provided;
- (c) the employee is laid off for more than thirty (30) months;
- (d) when notified by the Hospital of a recall after lay-off, the employee fails to inform the Hospital by registered mail of his intent to return to work within five (5) days and/or to report for duty within ten (10) days of original notification by telegram or registered mail at the employee's last known address as it appears on the hospital's records, subject only to the provisions of sub-article 12:08. It shall be the responsibility of each employee at all times to keep the Hospital informed of his or her correct home address. This clause shall not apply to a laid-off employee who is offered a short term temporary assignment and refuses same;
- (e) the employee fails to report for work upon expiration of a leave of absence without justifiable reasons;
- (f) the employee is absent from work because of illness or injury for a period longer than thirty (30) months;
- (g) the employee is absent from work due to work related injury compensable by Workers Safety and Insurance Board for a period longer than thirty (30) months.

11:14 For the purposes of sub-articles 11.13(f) and 11.13(g) and 16.03, a return to work for a period of less than thirty (30) calendar days shall not be considered to be a break in an absence from work, unless the subsequent absence is due to an unrelated injury or illness.

ARTICLE 12 - LAY OFF AND RECALL

12:01 Prior to issuing a notice of a permanent or long-term lay-off resulting in an individual losing employment, the following provisions shall apply:

- a) The Employer will offer early retirement allowance to a sufficient number of

employees eligible for early retirement under HOOPP within the classification, status in order of seniority, to the extent that the maximum number of employees within the classification, status who elect early retirement is equivalent to the number of employees within the classification, status who would otherwise receive notice of lay-off.

- b) In the event that an early retirement option is accepted pursuant to “a” above by an employee from another Department/Unit than the employee identified for lay-off, the laid off employee may exercise her rights under the Collective Agreement. If she/he exercises the right to displace, the displacement process will continue until the junior employee in the classification and status of the employee laid off will be identified and that employee will be transferred to the vacancy created by the early retirement, provided that the employee is qualified and able to perform the work required.
- c) Should no employee or an insufficient number of employees elect the early retirement option, affected employees will be issued notice of lay-off in accordance with this article and may exercise his/her rights under the collective agreement.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks salary and, in addition, full-time employees shall receive a single lump sum payment equivalent to one thousand (\$1,000.00) dollars for each year less than 65 to a maximum of five thousand (\$5,000.00) upon retirement. Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.

In addition, the Employer will provide to such full-time employees until they reach age 65 and who are in receipt of the Employer’s pension plan, benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Employer to the billed premiums of active employees.

The early-retired full-time employees’ share towards the billed premium of the insured benefit plans will be deducted from his/her monthly pension cheque.

Where the employee retiring in accordance with this provision is part-time, the Employer will provide to such part-time employee, until they reach age 65, benefit coverage (semi-private, extended health and dental) in which they were enrolled for at least the six (6) month period prior to their last day of work. The Employer will contribute the same pro-rata portion towards the billed premiums of these benefits that it paid in respect of the particular employee during the six (6) month period prior to their last day of work. Such early retiring employee's pro-rata share towards the billed premium of the benefit plans will be deducted from their monthly pension cheque.

- d) Where an employee resigns within one (1) month (30 days) after receiving notice of lay-off that his/her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

Where the employee who resigns in accordance with this provision is a part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.

In addition, the Employer will provide to all such full-time employees who resign in accordance with this provision, equivalent coverage on the same basis as is provided to active employees for semi-private, extended health care and dental benefits for a period of twelve (12) weeks or until such time as the employee obtains other employment, whichever first occurs. The Employer will contribute the same portion of the billed premiums of these benefit plans as is currently contributed by the Employer to the billed premiums of active employees. Such resigning full-time employees' share towards the billed premium of the insured benefit plans will be deducted from their separation allowance.

Where the employee who resigns in accordance with this provision is part-time and is in receipt of benefits (semi-private, extended health care and dental) for at least the six (6) month period prior to their last day of work, the Employer will provide such benefit coverage to such employees on the same basis to which the employee had subscribed during such six (6) month period, for a period of twelve (12) weeks or until such time as such employee obtains other employment, whichever first occurs. Such resigning part-time employees' pro-rata share towards the billed premium of the benefit plans will be deducted from their separation allowance.

Where an employee resigns later than one (1) month (30 days) after receiving notice that his/her position will be eliminated, he/she shall be

entitled to a separation allowance of four (4) weeks salary and, upon 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 (\$1,250.00) dollars.

12:02 In the event of a lay off the following procedure shall apply:

- (a) the classification and status (full time and part time) within which the lay off is to occur will be identified;
- (b) all probationary and temporary employees employed within the classification will be laid off first, irrespective of their status;
- (c) thereafter, if further employees within that classification are to be laid off, employees with the status identified in paragraph (a) above shall be laid off in inverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work. Employees will be recalled in inverse order of lay off;
- (d) A full time employee laid off pursuant to the procedure set out above shall have the option to either take the lay off or displace the least senior full time employee in any department, on the shift of preference of the laid off employee, provided:
 - (i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,
 - (ii) the employee to be displaced has less seniority than the laid off employee.
- (e) if the laid off full time employee is unable to displace a full time employee pursuant to the procedure set out in paragraph (d) above, the full time employee shall have the option to either take the lay off or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided:
 - (i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,
 - (ii) the employee to be displaced has less seniority than the laid off employee.
- (f) a full time employee displaced through the above procedure shall themselves be able to utilize the procedure;

- (g) a part time employee who has been laid off in accordance with the procedure set out above, shall have the option to either take the lay off or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided:
 - (i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,
 - (ii) the employee to be displaced has less seniority than the laid off employee.
- (h) no full time employee within the bargaining unit shall be laid off by reason of his or her full time duties being assigned to one (1) or more part time employees.

A part time employee displaced through the above procedure, shall themselves be able to utilize this procedure.

In all cases of lay off and displacement, seniority will be calculated as of the original lay off or displacement notice.

- 12:03 (a) In the event that a lay off is expected to be longer than six (6) weeks in duration at least four (4) months written notice will be given to the union. Employees will be provided three (3) months notice of layoff.
- (b) In the event the lay off is for a period of less than six (6) weeks in duration the hospital will give two (2) weeks written notice to the employee.
- 12:04 The notice periods referred to in sub-article 12.02 above, shall not be required if the lay off occurs because of emergencies, for example, fire, power failure, act of God; equipment breakdown or any other condition beyond the reasonable control of the Hospital.
- 12:05 Full time employees who displace part time employees pursuant to this Article shall maintain full time benefits for six (6) weeks. Full time employees who displace part time employees pursuant to this Article for a period in excess of six (6) weeks shall retain the right to be recalled to their previous classification for a period of twenty-four (24) months.
- 12:06 No new employee shall be hired in the classification in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall as prescribed by this Article have been given the opportunity to return to work. Where a position becomes available, in a classification in which a lay off has occurred employees who retain seniority shall be recalled to the position in the classification

from which they were laid off or displaced for a period of twenty-four (24) calendar months, in the order of their seniority, provided they have the ability to perform the available work.

- 12:07 A copy of any lay off notice shall be sent to the union at the same time as it is given or mailed to employees concerned.
- 12:08 The Hospital agrees to meet with the Union on request for the purpose of discussing the method of implementation of a lay off and recall.
- 12:09 If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when he is able provided he or she produces to the Hospital, medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority. Should the employee upon his return to work displace a junior employee, the notice requirements as specified in sub-articles 12.02 and 12.03 shall be waived.
- 12:10 EI Record of Employment forms will be furnished to a laid off employee within five (5) days of their last day worked.

ARTICLE 13 - WAGES

- 13:01 The rates of pay and the various classifications within the bargaining unit are set forth in Schedule "A" which is attached to and forms part of this Agreement.

ARTICLE 14 - HOURS OF WORK, RATES OF PAY, OVERTIME AND SHIFT PREMIUM

- 14:01 The regular working week for full time employees shall be thirty-seven and one-half (37-1/2) hours exclusive of a one-half (1/2) hour daily lunch period or shall average seventy-five (75) hours exclusive of such daily lunch periods, during bi-weekly periods. Employees must report to their respective supervisors, in uniform where applicable, ready for work at the designated hours and place and remain, in uniform, where applicable, for the full shift.
- 14:02 (a) All time worked in excess of the daily regular seven and one half (7-1/2) hours exclusive of one-half (1/2) hour meal period, or all time worked in excess of seventy-five (75) hours exclusive of daily lunch periods in a bi-weekly pay period and, with respect to full time employees all time required by the employer to be worked on a scheduled day off, shall be paid at the rate of time and one half (1 1/2) of the employees regular hourly rate, calculated to the nearest fifteen (15) minutes worked, provided such additional time is authorized by the appropriate Department Head or acting

Department Head, and provided further that payment for overtime work shall not be duplicated herein.

- (b) The Hospital will endeavour to offer overtime work as evenly as possible to a full time employee within each department; or unit.

14:03 The employer hereby agrees to use its best efforts, consistent with proper management of the Hospital to ensure that days off are taken consecutively and that the days off shall be rotated so as to effect an equal distribution among the employees. The Hospital shall give full time employees from the bargaining unit at least two (2) weekends off in four (4) unless:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or;
- (b) such employee has requested weekend work, or;
- (c) such weekend is worked as a result of an exchange of shifts with another employee, or;
- (d) there are existing schedules that apply to different distribution of weekends off which have been agreed upon by the Department Head and employee.

14:04 The Hospital hereby undertakes to use its best efforts consistent with proper management of the hospital to ensure that weekends off for part time employees shall be rotated to effect an equal distribution thereof among part time employees unless:

- (a) such weekend has been worked by the part time employee to satisfy the specific day off request by such employee; or,
- (b) such part time employee has requested weekend work; or,
- (c) such weekend is worked as a result of an exchange of shifts with another employee, or;
- (d) the part time employee was hired for the purpose of working weekends on a more frequent basis or working weekends exclusively.

14:05 An employee required to work two (2) hours or more overtime in any day in addition to this regular seven and one half (7-1/2) hour shift excluding one half (1/2) hour meal period, shall be paid a meal allowance of the current price for a cafeteria meal established at that time by the employer. The meal allowance herein referred to shall be in addition to the employee's overtime pay.

- 14:06 (a) An employee required to work at a higher rated job shall be paid at the higher rate for any and all hours worked at such job with the exception of periods of relief for lunch and breaks provided, however, that this shall not apply in the event of a transfer to another job classification obtained by application through a job posting.
- (b) Job Transfer
- If a transfer to another classification is voluntary as a result of a job posting, the employee will be paid the same grid level in the new classification that he/she was at in their previous classification.
- 14:07 (a) The employer shall pay a shift premium of seventy-five (\$.75) cents per hour to all employees for all hours worked where one half (1/2) or more of the hours worked fall between 1500 hours and 0700 hours.
- (b) All employees in the bargaining unit shall be paid a weekend shift premium of seventy-five cents (\$.75) per hour for all hours worked between midnight Friday and midnight Sunday.
- 14:08 In the case of departments where employees are required to rotate on the day, afternoon and/or night shift, the employer will endeavour to arrange shifts such that there will be a minimum of sixteen (16) hours off between the shifts. In the event that the employer fails to schedule sixteen (16) hours off between the shifts, any employee so affected shall in such event, be paid premium pay calculated at the rate of time and one-half (1-1/2) his or her regular straight time hourly rate of pay for the number of hours difference between sixteen hours and the actual number of hours off. Part time employees shall only receive the premium pay referred to above where it was otherwise possible for the Hospital to schedule sixteen (16) hours off between shifts, but the hospital failed to do so.
- 14:09 (a) The employer agrees that each time schedule for employees shall contain a period of four (4) weeks and a schedule will be posted four (4) weeks prior to the start of such schedule.
- (b) The employer will give a full time employee and will attempt to give a part time employee forty-eight (48) hours notice of a change in his or her posted work schedule. If less than forty-eight (48) hours notice is given, the change will be by mutual agreement, without any penalty. The above noted requirements will be waived in the event of an emergency, or an unforeseen alteration in patient care workload. It is understood that such notice will be given by phone or in writing to the employee so affected.
- (c) When the need arises for a shift to be cancelled within a Department, the employee who is cancelled may displace the most junior employee within the same classification on the same shift (Days, Afternoons, Midnights)

who's work she or he is qualified and trained to perform. If no such employee exists within the same classification, the cancelled employee may displace the most junior employee within the bargaining unit for the same shift provided she or he has the ability, qualifications and training to perform the available work.

Part time employees will be cancelled or displaced prior to full time employees being affected.

- (d) Employees shall not be required to work more than six (6) consecutive days. Any time worked on the seventh (7th) consecutive day will be paid for at time and one-half (1-1/2) the employee's regular rate of pay. This provision does not apply to employees voluntarily working on seven (7) or more consecutive days.

14:10 Employees who report to work for which they are scheduled but for who no work is available shall be paid four (4) hours at his or her regular straight time rate of pay. This shall not be considered a layoff and employees will not be permitted to displace for a part shift.

14:11 Employees shall be allowed the following paid rest and unpaid lunch periods:

- (1) shifts greater than or equal to three (3) hours but less than five (5) hours shall have one (1) fifteen (15) minute paid break scheduled during their shift;
- (2) shifts greater than or equal to five (5) hours but less than six (6) hours shall have a one-half (1/2) hour unpaid lunch period scheduled during their shift;
- (3) shifts greater than or equal to six (6) hours but less than seven and one-half (7.5) hours shall have a one-half (1/2) hour unpaid lunch and one (1) fifteen (15) minute paid break scheduled during their shift;
- (4) shifts of seven and one-half (7.5) hours shall have two (2) fifteen (15) minute paid breaks and one (1) one-half (1/2) hour unpaid meal period scheduled during their shifts.

14:12 Employees may request to work either the afternoon or midnight shift on a permanent basis and such request will be considered by the employer.

14:13 The Hospital will not schedule split shifts for an employee in terms of breaking up his or her shift of seven and one-half (7.5) hours and one-half hour (1/2) meal period into two (2) or more components.

14:14 The Hospital reserves the right to establish standards of dress code including colour and style for any classification. The Hospital will make uniforms available for

purchase by the employees at the Hospital cost price, and where such uniform is not available for purchasing, a full time employee will receive Five (\$5.00) Dollars per month and a part time employee will receive Two Dollars and Fifty Cents (\$2.50) per month until a uniform is made available for purchase. It is understood that nursing caps are not mandatory.

- 14:15 It will be compulsory for all employees to wear the Hospital identification badge conspicuously at all times while on the employer's premises.
- 14:16 The scheduling provision for full time employees relating to weekends off and consecutive days of work will be waived and the hospital may schedule days of work to allow for nine (9) days in one pay period and eleven (11) days in the next pay period or vice versa, to allow for the accommodation of both weekends off in conjunction with a vacation period or during the period between December 15th in one year and January 8th of the next year where the full time employee is scheduled for more than one (1) day off in conjunction with the Christmas or New Year holiday.
- 14:17 An employee who normally performs the work in one employee classification may be required to perform work in another employee classification from time to time. Should employees be required to perform work in another employee classification, the junior employee able to do the work will be assigned unless a more senior employee able to do the work, wishes to take the assignment. Further, it is understood and agreed part time will be assigned to perform such work before full time employees.
- 14:18 (a) At the time a schedule is posted hours will be equalized as closely as possible among all of the regular part time employees within a classification in a Department or Nursing Unit.
- (b) Any additional shifts which arise after the schedule is posted will be offered on the basis of rotating seniority provided the available employee has the ability, qualifications and training to do the available work. If while implementing the call in procedure, the employer is unable to reach an individual employee the next person on the call in list will be contacted. The employer agrees to have a call-in book in each Department available for staff to review on request.
- (c) An individual may request weekend only work and such request will be considered. If the request is granted then it is understood that hours for the individual will not be equalized with the other part time employees. A request for weekend only work or a request to return to regular part time scheduling need only be considered twice in each calendar year for each individual employee.

ARTICLE 15 - PAY PERIOD

- 15:01 Wages shall be paid, by direct deposit on a regular payday, being every second Thursday, provided however, that when such Thursday falls on a religious or statutory holiday herein mentioned, the wages shall then be paid on the preceding Wednesday. In the event of circumstances occurring beyond the control of the employer which interferes with the payment of the aforesaid, payment will be made as reasonably soon thereafter as circumstances may permit.
- 15:02 The pay period shall end with the completion of the afternoon shifts started on the previous Friday.
- 15:03 It is understood that there shall be an interval of one (1) week between the ending of a pay period and the receiving of such pay.

ARTICLE 16 - HEALTH & WELFARE

16:01 The Hospital shall provide the following health and welfare benefits for full time employees, on the basis of the terms and conditions set out below:

- (a) Semi Private Coverage

The Hospital agrees to provide semi private coverage for those employees who subscribe for such coverage and pay one hundred percent (100%) of the premiums.

- (b) Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)

For each employee who subscribes for the above noted plan, the employer will pay to the said plan monthly one hundred percent (100%) of the premiums thereof. Such plan provides for insurance on the life of an employee in an amount of two (2) times his annual earnings calculated to the nearest five hundred (\$500.00) or an amount equal to Five Thousand (\$5,000.00) Dollars. An employee shall have the option of electing the amount of insurance at time of enrolment.

- (c) Green Shield Prescription Drug Plan #0 - Prescription Services

The employer agrees to pay one hundred percent (100%) of the premiums payable for subscriber and dependent coverage under this Plan with a co-pay of \$2.00 and with mandatory product selection (generic selection as such coverage is defined under the terms of the Plan) on behalf of all employees eligible to subscribe to said Plan.

- (d) Green Shield Dental Plan #66

The employer agrees to pay seventy-five percent (75%) of the premiums payable for subscriber and dependent coverage under this Plan, based on current ODA tariff in effect from time to time, a nine (9) month periodic check up and one thousand dollar (\$1,000.00) annual maximum for every eligible individual.

Effective April 1st, 2002, the employer will add Orthodontic Coverage for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have a lifetime maximum of \$1,000.00 per insured.

(e) Green Shield Extended Health Care Plan T-4

The Employer agrees to pay one hundred percent (100%) of the premiums payable for subscriber and dependent coverage under this Plan, as such coverage is defined under the terms of the Plan.

(f) Green Shield Vision Care Plan

The Employer agrees to pay one hundred percent (100%) of the premiums payable for subscriber and dependent coverage under this Plan, on the basis of one hundred, fifty dollars (\$150.00) per twenty-four (24) months, effective the first of the month following ratification by the parties and each individual employees' eligibility date.

16:02 The Hospital shall provide the following health and welfare benefits for part time employees, on the basis of the terms and conditions set out below:

(a) Semi Private Coverage

The Hospital agrees to provide semi-private coverage for those employees who subscribe for such coverage and pay seventy-five percent (75%) of the premiums, save and except those employees who are regularly employed for less than twelve (12) hours per week.

(b) Green Shield Prescription Drug Plan-Plan #0, Prescription Services Inc.

The employer agrees to pay seventy-five (75%) of the premiums payable for subscriber and dependent coverage under this Plan with a co-pay of \$2.00 and with mandatory product selection (generic selection as such coverage is defined under the terms of the Plan) on behalf of all employees eligible to subscribe to said plan, save and except those employees who are regularly employed for less than twelve (12) hours per week.

(c) Green Shield Dental Plan #66

The Employer agrees to pay seventy-five (75%) percent of the premiums payable for subscriber and dependent coverage under this Plan, based on current ODA tariff in effect from time to time, save and except those employees who are regularly employed for less than twelve (12) hours per week, a nine (9) month periodic check up and a one thousand (\$1,000.00) dollar annual maximum for every eligible individual.

(d) Orthodontic Coverage

Effective April 1st, 2002, the employer will add Orthodontic Coverage for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have a lifetime maximum of \$1,000.00 per insured.

(e) Green Shield Extended Health Care Plan T-4

The employer agrees to allow employees, save and except employees regularly employed for less than twelve (12) hours per week to enroll in said Plan through the Hospital, provided the employee pays the full cost of the premiums by way of payroll deduction.

(f) Vision Care

The employer agrees to pay seventy-five (75%) percent of the premiums payable for subscriber and dependent coverage under this Plan, on the basis of one hundred, fifty dollars (\$150.00) per twenty-four (24) months, as defined under the terms of this Plan.

16:03 In the event of an employee being absent from work due to illness or injury, the Hospital will continue to pay the employer's share of the premiums of the health and welfare benefits set out in sub-article 16.01(a) to (f) or sub-article 16.02(a) to (e) for the first three (3) months of such illness or injury.

16:04 The employee's share of said premiums, while absent as aforesaid, will be payable by the employee upon receipt from the Hospital of a statement as to the amount of the employee's monthly share and such premium may be deducted from any monies owing to said employee.

16:05 In the event that an employee is laid off, the Hospital will only pay the premiums which were payable and which it is required to pay, pursuant to the provisions of sub-articles 16.01(a) to (e) or sub-article 16.02 (a) to (e) above, for the month in which such employee is laid off and for the immediately following month.

16:06 (a) In the event an employee is absent from work due to an approved leave of absence (excluding pregnancy and parental leave), the Hospital will continue to pay their share of premiums for those benefits provided in sub-articles

16.01 (a) to (g) or sub-articles 16.02 (a) to (f) that become payable during the first four (4) weeks of leave of absence.

- (b) In the case of approved pregnancy or parental leave, the employer shall continue to make its contributions for employee benefits for seventeen (17) weeks in the case of pregnancy leave and eighteen (18) weeks in the case of parental leave, unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution.

16:07 The employee's portion of the Employer's Employment Insurance Premium deduction will be retained by the hospital towards offsetting the cost of the benefits provided for in this Agreement.

16:08 It is acknowledged that the employer may substitute for the present insurer or carrier of any Plan referred to in this Agreement any other carrier or insurer, provided that:

- (a) There is no loss in benefits to the employees concerned;
- (b) The union is given sixty (60) days notice of such change;
- (c) When notice is given, it will be accompanied by full information concerning the proposed insurer or carrier and the proposed Plan to be substituted;
- (d) There will be consultation between the Employer and the Union if requested; and,
- (e) Complaints concerning the operation of any Plan will be made to and through the Employer and not directly to the carrier.

16:09 For the purposes of this clause, spouse shall mean husband, wife, common-law spouse or partner of the same sex, provided such common law spouse or partner of the same sex and the employee have co-habited for at least one (1) year.

ARTICLE 17 - ACCUMULATED SICK LEAVE

17:01 At the commencement of the fourth month of employment a full time employee shall be entitled to three (3) days sick leave with pay. Thereafter, such employee shall be entitled to one (1) day's sick leave with pay for each additional month of employment during the first year of employment with the employer. Full time employees will be entitled to one and one-half (1 1/2) days per month for each additional month of employment. The phrase "each additional month" shall mean any month in which the employee is in receipt of wage payments from the employer in an amount equal to fifty (50%) percent or more of his regular, monthly wage.

17:02 With respect to the fourth and any subsequent periods of illness in any calendar year, the employer shall not be required to pay for the first and second days of such periods of illness; provided that the provisions of this sub-article will be waived by the employer in the case of an employee who has two and one-half (2-1/2) years seniority with the employer and who has twenty-one (21) days accumulated sick leave standing to his credit at the time of such illness.

17:03 The unused portion of an employee's sick leave entitlement shall accumulate up to a maximum accumulation of one hundred and fifty (150) days.

17:04 Absence due to illness or injury compensable by the Workers Safety and Insurance Board shall not be charged against sick leave credits or entitlements.

17:05 Upon severance of employment, an employee with the following years of continuous service with the employer will be paid his unused portion of sick leave accumulation at the following rates:

Two (2) years	Twenty-five (25%) percent
Three (3) years	Thirty-three (33%) percent
Four (4) years	Forty (40%) percent
Five (5) years	Fifty (50%) percent

A portion of any year shall not be pro-rated.

17:06 An employee who has severed his employment with the employer and has received payment for his accumulated sick leave shall not, upon any subsequent severance, be entitled to receive a similar percentage on the basis of his service. Upon a second or subsequent severance of employment, only an employee having at least four (4) years of continuous service with the employer within his last employment period, shall be eligible for any further settlement of accumulated sick leave and in any such settlement deduction shall be made of any previous percentages so paid.

17:07 The employer will have the right to demand production of a medical certificate when the employee has been absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness, or, if the illness or injury continues, the anticipated length of absence due to illness or injury, and that the employee is fit to resume work and when such medical certificate is demanded and not produced by the employee, the employer shall not be required to pay the employee wages for the time away from work. The Hospital shall reimburse the employee for the full cost paid by the employee of any medical certificate demanded pursuant to this provision. It is the responsibility of employees to notify their supervisor as early as possible when unable to work a scheduled shift due to illness or injury. Employees who are scheduled to work the day shift must give a minimum of one (1) hour's advance notice of their absence and employees who are scheduled to work the afternoon or midnight shift must give a minimum of four (4) hours advanced notice of their absence. Such notice is to be given to a designated

supervisor. All employees will give one (1) day's notice of their return to work to their designated supervisor. When an employee returns to work after an extended illness and such return causes a displacement of another employee who was scheduled to replace the ill employee, the schedule of the displaced employee's can be changed by the Hospital with no penalty.

17:08 The Hospital will by the end of May in each year, advise each employee of the amount of her unused sick leave credits as at January 1 of the same year.

17:09 An employee who is absent from work as a result of illness or injury, sustained at work and who has been awaiting approval of a claim for Workers Compensation for a period longer than one (1) complete pay period may apply to the employer for payment equivalent to the lesser of the benefit she would receive from Workers Compensation if the claim was approved, or the benefit to which she would have been entitled under the sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the employer and a written undertaking satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the Workers Safety and Insurance Board. If the claim for Workers Compensation is not approved the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. If the claim for Workers Compensation is approved and the monies paid by the employer are reimbursed to the employer, the employee will have her benefits or sick leave credits used under this provision, credited to her. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 18 - VACATIONS

18:01 The Hospital shall provide the following vacations to full time employees on the basis of "continuous service" as defined in sub-article 18.03. It is understood that the vacation year will run from May 1st one year to April 30th, the following year.

(a) As of April 30th in each year, employees who have been in the continuous service of the employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days vacation with pay:

One (1) month completed service	nil
Two (2) months completed service	One (1) day
Three (3) months completed service	Two (2) days
Four (4) months completed service	Three (3) days
Five (5) months completed service	Four (4) days
Six (6) months completed service	Five (5) days
Seven (7) months completed service	Five (5) days
Eight (8) months completed service	Six (6) days
Nine (9) months completed service	Seven (7) days

Ten (10) months completed service Eight (8) days
Eleven (11) months completed service Nine (9) days

- (b) As of April 30th in each year, employees in the employ of the employer who have been in the continuous service of the employer for a period of twelve (12) months or more but less than two (2) years (with the exception of employees in the classification of RPN) shall be entitled to and shall receive two (2) weeks vacation with pay.
- (c) As of April 30th in each year, employees having two years or more of continuous service with the employer but less than five (5) years of continuous service, shall receive three (3) weeks vacation with pay. Employees in the classification of RPN having one (1) year or more of continuous service with the employer but less than five (5) years of continuous service, shall receive three (3) weeks vacation with pay.
- (d) As of April 30th in each year, employees having five (5) years or more continuous service with the Employer but less than fourteen (14) years of continuous service shall receive four (4) weeks vacation with pay.
- (e) Effective May 1st, 2002, as of April 30th in each year, employees having fourteen (14) or more years of continuous service with the Employer but less than twenty-three (23) years of continuous service shall receive five (5) weeks vacation with pay.
- (f) Effective May 1st, 2002, as of April 30th in each year, employees who have been in the continuous service of the employer for a period of twenty-three (23) years or more shall receive six (6) weeks' vacation with pay.

18:02 Vacation requests must be submitted by March 15th in each year and full time employees who fail to submit their request by March 15th cannot exercise their seniority rights for vacation scheduling purposes for the year (except in competition with another employee who has likewise failed to submit their vacation request by March 15th). The vacation requests of full time employees will take precedent over vacation requests of part time employees.

18:03 Continuous service for full time employees for the purpose of this Article shall be defined as to work 1950 hours in each vacation year calculated as follows:

- (a) all time worked;
- (b) absence due to pregnancy or parental leave;
- (c) absence because of illness or injury not to exceed the employee's accumulation under Article 17 hereof at the time of calculating the vacation pay;

- (d) vacations and eligible holidays;
- (e) absence due to approved leave of absence unless otherwise specified above to a maximum of four (4) weeks.

All vacation time and pay for full time employees will be prorated on the basis of continuous service herein defined.

18:04 Vacation schedules for full time employees shall be prepared each year by the employer, and in preparation of such schedules, the employer shall, whenever possible, having regard to the maintenance of the efficient operation of the Hospital, give consideration to a full time employee's choice of vacation period on the basis of seniority as defined in sub-article 11:07, provided, however, an employee transferring into a Department cannot disrupt the current posted vacation schedule.

In addition, the following provisions shall also apply in the scheduling of vacations for full time employees:

- (i) Employees with three (3) weeks or more of vacation entitlement cannot take all their vacation entitlement consecutively during the period May 1st to September 30th, two years in succession, unless the request to take all their vacation entitlement consecutively in the immediately following year does not interfere with the vacation requests of other employees on the respective vacation schedule.
- (ii) Those who receive their full vacation entitlement during May 1st and September 30th in the preceding year and are unable to receive all their vacation entitlement consecutively in the following year, as provided for in part (i) above, can only request a portion of their vacation entitlement during the period May 1st to September 30th of the following year in accordance with this schedule:

Vacation	Maximum Consecutive Vacation Weeks During May 1 st to September 30 th
6 weeks	3 weeks
5 weeks	3 weeks
4 weeks	2 weeks
3 weeks	2 weeks

- (iii) Where employees split or are required to split their vacation entitlement, seniority shall only apply with respect to one of the vacation choices.

- (iv) Vacation entitlement may not be split into periods of less than one (1) week unless agreed to by the Hospital and the employee. The Hospital shall grant the utilization of single vacation days up to a maximum of ten (10) provided that they are scheduled at a mutually agreeable time, and requested a minimum of seven (7) days in advance.

18:05 The employer will give full time employees who are scheduled for vacation one (1) weekend off in conjunction with their vacation. The employer will endeavor to give full time employees who are scheduled for vacation two (2) weekends off in conjunction with their vacation where practical and possible to do so. The article does not apply to vacation periods of less than one (1) full week.

18:06 Vacations for full time employees may be scheduled between December 15 in any year and January 15 in the year immediately following, under the terms and conditions of Article 18:04.

18:07 a) Where an employees' scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

b) Where an employees' scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization and subsequent recuperation shall be considered sick leave.

c) The portion of the employees' vacation which is deemed to be sick leave under the above provisions will not be counted against the employees' vacation credits. Further, the portion of the employees' vacation which is deemed to be sick leave may be re-scheduled at a time mutually agreed between the Employer and the Employee, however, the exercising of this right shall not cause the change of the vacation schedule of any other employee.

(d) 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 bed rest for more than three (3) days.

18:08 A part time employee shall be paid vacation pay based on a percentage of gross salary for all hours paid for the twelve (12) month period preceding April 30th in each year:

Two Weeks Entitlement	Four (4%) percent
Three Weeks Entitlement	Six (6%) percent
Four Weeks Entitlement	Eight (8%) percent
Five Weeks Entitlement	Ten (10%) percent
Six Weeks Entitlement	Twelve (12%) percent

Part time vacation entitlement shall follow the same schedule as full time employees as outlined in Article 18.01 (a) to (f) on the basis of 1664 hours worked = 1 year of continuous service.

- 18:09 The final decision as to how many full time and part time employees will be scheduled off at any one time shall remain with the Hospital. Vacation requests of full time employees will take precedence over the vacation requests of part time employees. As between part time employees, vacation requests will be considered by the Hospital, and granted in accordance with part time seniority, provided that such requests are received by the Department Head prior to March 15th in each year.

ARTICLE 19 - PAID HOLIDAYS

- 19:01 (a) The Hospital will recognize the following as holidays for employees and wherever possible permit employees to have the day off with full pay:

New Year's Day
Second Monday in February
Good Friday
Easter Monday
Victoria Day
Second Monday in June
Dominion Day
Civic Holiday
Labour Day
Thanksgiving
Christmas Day
Boxing Day

- (b) An employee who is not required by the Hospital to work on a holiday shall be paid one (1) day's pay calculated at his regular straight time rate. In order to qualify for such payment, the employee must have worked his last scheduled working day prior to such holiday and he must work his next scheduled working day following such holiday unless he was unable to do so because of illness or injury. The employer reserves the right to demand a medical certificate or other proof satisfactory to the Director of Human Resources as proof of such illness or injury.

- 19:02 If a full time employee is on an approved sick leave and his or her accumulation has not been completely used, the employee will be paid for a scheduled holiday falling within such leave period and not as an approved paid sick leave.

- 19:03 If an employee is scheduled to work on a paid holiday and actually works, then he may elect either:

- (a) to be paid for all hours worked on such day at the rate of one and one-half (1-1/2) times his regular rate of pay in addition to his regular rate of pay; or
- (b) to be paid for all hours worked on such day at the rate of one and one-half times his regular rate of pay and to have an alternative day off at regular pay (such day shall be given by the Hospital within four (4) weeks after the holiday, unless it is agreed by the Hospital and the employee to extend the period of four (4) weeks after the holiday by an additional four (4) weeks for the purpose of scheduling the alternative day off at regular pay).

19:04 In the event that a holiday occurs during a full time employee's vacation period, he shall in such event be entitled to one (1) additional day of vacation with pay, which extra day shall be taken in conjunction with his vacation period.

19:05 The provisions of this Article shall not apply to a full time employee who is laid off at the time a paid holiday occurs except with respect to any paid holiday which occurs within the first thirty (30) days immediately following the day of lay off.

19:06 Where a full time employee is required to work overtime in excess of his regular seven and one-half (7-1/2) hour shift excluding one half (1/2) hour meal period on a paid holiday, he shall be paid at the rate of two and one half (2-1/2) times his regular straight time rate of pay for all hours worked in excess of his regular hours on the paid holiday.

19:07 Holiday work will be scheduled on a rotating seniority basis for cleaners.

19:08 For the purpose of sub-article 19.08 regular pay shall mean the employee's regular straight time rate of pay for the average number of hours worked per day by the employee for every day the employee has worked in the immediately preceding four (4) weeks.

19:09 The provision of this Article shall not apply to part time employees who are laid off at the time a paid holiday occurs.

ARTICLE 20 - JOB POSTING

20:01 (a) Where permanent vacancies occur which the Employer intends to fill or permanent new jobs are created with the scope of this Collective Agreement, the Employer shall post all vacancies or new jobs on bulletin boards where all employees may see them, and they shall remain posted for five (5) days exclusive of Saturdays, Sundays and holidays. The posting shall be numbered and shall state the classification, department, rate of pay, normal hours of work, and qualifications for such vacancy or new job. A copy of the respective job description shall be posted in the Human Resources Department, as well.

- (b) The Hospital shall first consider all applications received from bargaining unit employees. In determining whether an applicant is qualified to perform the job, the Hospital shall consider his skill, ability, aptitude and suitability. If skill, ability, aptitude and suitability are relatively equal among the applicants under consideration, seniority shall then be the governing factor.
 - (c) It is understood that for all full time postings, all full time applications will be given precedence over part time employees.
 - (d) Full time temporary openings which the Employer intends to fill, which will exceed, or are expected to exceed six (6) months, will be offered to the part time employees, within the department the temporary vacancy exists, by seniority. If the Hospital is unable to fill the temporary vacancy, the temporary vacancy will then be posted pursuant to the terms of Article 20.01, above.
- 20:02 The Hospital shall make its decision with respect to filling or not filling the job vacancy as soon as possible after the expiry of the required time of posting and shall advise the Chairperson of the name of any successful applicant for a posted position.
- 20:03 Where hospital wide seniority must be used as the governing factor in a competition between full time and part time employees, the full time seniority of the part time employee(s) shall be determined by using the formula set out in sub-article 11:07.
- 20:04 If there is no applicant with the requisite qualifications the Hospital may take such other steps as it deems necessary to fill the vacancy or new job.
- 20:05 A copy of the job postings shall be provided to the Chairperson at the time of posting.
- 20:06 The successful applicant for a posted position will be on a trial period of thirty (30) working days. If the Hospital and the employee agree that he or she should stay in such new job, seniority privileges shall transfer with the employee and the procedure set out in sub-articles 11:09 and 11:10 (seniority) shall be utilized if required. In the event that employees revert to their previous jobs at the discretion of either the Employer or employee, they shall maintain all the seniority of the previous employment.
- 20:07 Employees may be hired for a specific 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 for a further six (6) months on mutual agreement of the Union, employee and Hospital. The initial six (6) month period is extended to forty (40) weeks for parental and pregnancy leave replacements. The period of employment of such

persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

ARTICLE 21 - UNION SECURITY AND CHECK OFF

21:01 The employer shall deduct from each regular employee within the bargaining unit, from the first day of each calendar month, the monthly dues as are levied by the Union in accordance with its constitution and bylaws. It shall be a condition of remaining in the employment of the employer that each such employee authorizes the employer to make such deductions. The employer to have such authorization signed by the employee upon commencement of employment.

21:02 It is agreed that upon commencement of employment, new employees will be advised by a representative of the Human Resources Department of the employer of the existence of the union and of 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 new employee upon completion of his or her probationary period for the purpose of explaining to them, the functions of the union. The Human Resources Department of the employer will advise the union monthly of the names of those who complete their probationary period, and on request will arrange a time and place for the said interview which shall not exceed 15 minutes in duration.

21:03 The hospital will include the amount of dues deducted from each employee on each employee's T-4 slip, yearly.

ARTICLE 22 - NO STRIKE OR LOCKOUT

22:01 The Union will not cause or permit its members, nor will any members of the Union take part in any sit-down, stay-in or slow down in the Hospital and the Union will not cause or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any of the employer's operations.

22:02 The employer will not cause or sanction a lockout.

ARTICLE 23 - POSTING NOTICES

23:01 If the union desires to post notices in the Hospital, such notices shall first be submitted to the Director of Human Resources or designate for approval. Neither the employer, the union, nor any employee shall make any change in such notice thereafter. These notices may be posted on all unit bulletin boards and/or staff rooms.

ARTICLE 24 - PREGNANCY LEAVE AND PARENTAL LEAVE

24:01 Employees shall be entitled to pregnancy and parental leave in accordance with the Employment Standards Act as said statute may be amended from time to time.

24:02 Employees who have been employed by the Hospital for a period of one (1) year or longer as of the date on which such employee commences a leave of absence for pregnancy as provided for in sub-article 24.01 and who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 84% of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period and receipt by the Hospital of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance 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 her leave times her normal weekly hours.

24:03 An employee who has been employed by the Hospital for a period of thirteen (13) weeks or longer shall be entitled to eighteen (18) weeks parental leave in accordance with the provisions of the Employment Standards Act of Ontario.

ARTICLE 25 - REQUIRED COURSES

25:01 Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full cost associated with such courses.

ARTICLE 26 - RPN CERTIFICATES

26:01 All Registered Practical Nurses shall provide to the Nursing Office, proof of payment to maintain their Certificate of Competence by February 15th of each year. Any Registered Practical Nurses failing to provide said proof will automatically revert to the Nurse Aide classification and will be paid accordingly.

26:02 The employer will, subject to operational requirements, grant leaves of absences without pay to an RPN elected to Board Committees, example, The College of Nurse of Ontario, or Ontario Association of Registered Practical Nurses, allowing adequate time to perform their functions as Board members. Membership on a RPN related education committee at the University or College level will also be considered on the above basis. An employee shall send a written request two (2) weeks in advance of the commencement of such leave.

ARTICLE 27 - BARGAINING UNIT WORK

27:01 It is agreed that nobody excluded from the bargaining unit shall perform any duties of work within the bargaining unit except for the purpose of instructing or providing limited assistance, or in cases of emergency beyond the control of the employer.

ARTICLE 28 - CONTRACTING OUT

28:01 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. 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 contracted, and any subsequent such contractor, agrees:

- a) to employ the employees thus displaced from the Hospital; and
- b) 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.

28:02 Further to article 28.01, the parties agree that they will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having

such work performed within the Hospital by members of the bargaining unit.

ARTICLE 29 - RETROACTIVITY

29:01 Retroactivity will be paid for all hours paid by the employer to all employees on the payroll as of the expiry of the agreement and to all new employees hired since that date on the basis of the negotiated/arbitrated wage rates. Retroactivity will be paid within three (3) pay periods (bi-weekly) of the employee being notified of the ratification/arbitration decision. If an employee shall have terminated his employment since the expiry date of the agreement, the employer shall advise the employee by notice in writing to the last known address on the records of the employer and the employee shall have thirty (30) days from the posting within which to claim for payment due to him/her and failing claim for payment, the employer shall not be further obligated for payment to such employee.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30:01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.

(b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, as determined by the Employer and the Union, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

30:02 When an employee is on duty and authorized to attend any in-service program within the Hospital and during her regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside her regularly scheduled hours, the employee shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

- 31:01 a) The employer and the union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing it's responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- e) Meetings shall be held every month or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve a term of one calendar year from the date of appointment, which may be renewed for further periods of one year.
- g) A member of the committee is entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to attend committee meetings and such time as is necessary to carry out inspections and investigations in accordance with the provisions of the Occupational Health and Safety Act.
- h) The union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- i) At no time shall the number of employer members on the committee be greater than the number of union members on the committee.
- j) Two (2) co-chairpersons shall be elected by and from the members of the committee in accordance with the provisions of the Occupational Health and Safety Act. One co-chair shall be a union member and the other shall be an employer representative.
- k) The committee shall function at all times in accordance with the Occupational Health and Safety Act as it may be amended from time to time.

ARTICLE 32 - DURATION AND TERMINATION

32:01 This Agreement shall run from the 1st day of April, 2001 to and including the 31st day of March, 2004.

32:02 In the event that either party gives written notice to amend this Agreement, or make a new Agreement within ninety (90) days prior to the 31st day of March, 2004, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

APPENDIX A

APPENDIX A

WAGES

- 2.5% to all classifications effective April 1, 2001
- 3.0% to all classifications effective April 1, 2002
- 3.0% to all classifications effective April 1, 2003

- \$1.00 per hour wage adjustment to the RPN classification effective on the date of ratification.

- \$0.50 per hour wage adjustment to the Diet Office classification effective on the date of ratification.

- \$0.75 per hour wage adjustment to the Central Processing Technician classification effective on the date of ratification.

- Driver – agree to include the Driver classification on the ESW wage grid – effective on the date of ratification.

- Stores person – agree to move up one level on the wage grid effective on the date of ratification. Further, the Union and Stores persons agree to withdraw the current request for job re-evaluation.

WAGE RATES

Class	Effective Date	Step 1		Step 2		Step 3	
			Start		6 Mon.		1 Year
		+ \$		+ \$		+ \$	
Driver - increase grid Feb. 27/02	10/01/00		14.7524 15.1212		15.3754 15.7598		15.7662 16.1604
Driver	10/01/00		15.1960		15.6454		16.0589
ESW	04/01/01		15.5759		16.0365		16.4604
FSW	04/01/02		16.0432		16.5176		16.9542
Porter	04/01/03		16.5245		17.0132		17.4628
Ward Helper							
Assistant Cook	10/01/00		15.4599		15.9563		16.2765
Radiology Helper	04/01/01		15.8464		16.3552		16.6834
	04/01/02		16.3218		16.8459		17.1839
	04/01/03		16.8115		17.3513		17.6994
FSW (Diet Office)	10/01/00		15.1960		15.6454		16.0589
	04/01/01		15.5759		16.0365		16.4604
	02/27/02	0.50	16.0759	0.50	16.5365	0.50	16.9604
	04/01/02		16.5582		17.0326		17.4692
	04/01/03		17.0549		17.5436		17.9933
Store Person	10/01/00		16.2435		16.4526		16.6356
Orderly	04/01/01		16.6495		16.8639		17.0515
Rehab Assistant	04/01/02		17.1491		17.3698		17.5630
RT Assistant	04/01/03		17.6635		17.8909		18.0999
Cook	10/01/00		16.1786		16.5265		16.8858
	04/01/01		16.5831		16.9397		17.3079
	04/01/02		17.0806		17.4478		17.8271
	04/01/03		17.5930		17.9713		18.3619
CP Tech	10/01/00		15.8295		16.3259		16.6427
	04/01/01		16.2252		16.7340		17.0588
	02/27/02	0.75	16.9752	0.75	17.4840	0.75	17.8088
	04/01/02		17.4845		18.0085		18.3431
	04/01/03		18.0090		18.5488		18.8934
Carpenter	10/01/00		17.6775		18.0999		18.3438
Painter	04/01/01		18.1195		18.5524		18.8024
	04/01/02		18.6631		19.1090		19.3665
	04/01/03		19.2230		19.6823		19.9475
RPN	10/01/00		17.6353		18.0788		18.4852
	04/01/01		18.0762		18.5308		18.9473
	02/27/01	1.00	19.0762	1.00	19.5308	1.00	19.9473
	04/01/02		19.6485		20.1167		20.5457
	04/01/03		20.2379		20.7202		21.1621

LETTER OF UNDERSTANDING #1

GRACE SICK LEAVE CREDITS

The parties agree to the following procedure for the employees at the Grace Site:

It is understood that part time employees will be allowed to use their sick credits until depleted. Once depleted, part time employees will not be entitled to any further paid sick leave.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #2

STAND-BY SCHEDULING AND CALL-IN PAY

The parties agree that the following language with respect to stand-by scheduling and pay shall apply only in cases where bargaining unit members are on stand-by for snow removal. Employees will not be placed on stand-by for any other reasons.

1. Employees may be scheduled on “stand-by” from time to time for snow removal provided they have the skill, ability and training to perform the work in question.
2. Two dollars, fifty cents (\$2.50) per hour will be paid for all hours the employee is on “stand-by”.
3. If the “stand-by” is on a paid holiday, the employee will be paid three dollars (\$3.00) per hour for the “stand-by” hours.
4. If an employee is “called-in” while on “stand-by”, she or he will be paid at the rate of time and one-half (1-1/2) the regular straight time hourly rate with a minimum guarantee of four (4) hours pay at straight time.
5. No “stand-by” will be paid for any hours the employee is actually “called-in”.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #3

LABOUR MANAGEMENT MEETINGS

The parties mutually agree that in order to create an atmosphere of good labour relations, that effective and regular communication would be beneficial. To that end, the parties agree to commence regular Labour-Management Committee meetings during the term of this Agreement. The Committee shall be composed of four (4) members representing each party and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. An agenda of matters proposed to be discussed will be exchanged at least five (5) calendar days prior to the scheduled meeting.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #4

JOB SHARING

The parties agree to implement job sharing pursuant to the following provisions:

1. Job Sharing requested with respect to full-time positions shall be considered on an individual basis. There shall be only one job shared position on any unit.
2. Only full time positions shall be considered for job sharing between two (2) employees.
3. Total hours worked by the job sharers equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Department Head, subject to the approval of Administration. Should any scheduling discrepancies between the job sharers arise, the decision of Administration shall be final.
4. Each job sharer may exchange shifts with each partner as well as with other employees, as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays that a full time employee would be required to work. It is agreed that for the Christmas/New Year holiday provision, it is the position that rotates and not the individual.
6. Posted schedules for the job sharers shall be used on the schedules that would apply to a full time employee holding that position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. Job sharers shall not be required, but may consent to work any shifts outside of the shifts of the full time position. It is understood that this is not meant to reduce the hours of other part time employees.
7. The employees involved in the job sharing arrangement will be classified as regular part time.
8. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the department head must be notified to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.

9. Job Sharers will receive part time vacation entitlement as outlined in the collective agreement and will be required to cover for each other during scheduled vacation absence.
10. In the event that one (1) member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the department head, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

11. Implementation

Any employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of the Collective Agreement.

If one of the job sharers leaves the arrangement, and the Hospital decides to continue such job sharing position, her position will be posted. If there is no successful applicant to the position, or if the hospital decides not to continue the job sharing arrangement, the shared position must revert to a full time position. The remaining employee will have the option of continuing the full time position or reverting to a part time position if one is available for which she is qualified. If she does not continue full time, the position must be posted in accordance with the Collective Agreement.

12. Discontinuation

- (i) Either the Hospital or the Union may discontinue any job sharing arrangement with sixty (60) calendar days notice.
- (ii) Upon receipt of such notice, a meeting shall be held between the parties with fifteen (15) days to discuss the discontinuation.

13. Consideration for job share postings will be given to full time employees only. However, should full time employees not apply, or are not qualified for such postings, part time applicants shall then be considered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #5

UNION DAY

The Employer agrees to provide the Chairperson seven and one half (7-1/2) hours of paid time off per pay period for the purposes of conducting Union business and attending meetings with the Employer. It is understood that such seven and one-half (7-1/2) hours will be pre-scheduled at a time mutually agreeable between the Chairperson and the Employer. It is further understood that the occasional loss of such seven and one-half (7-1/2) hours due to patient care demands will not result in payment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #6

VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident 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 employer to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #7

RPN COLLECTIVE AGREEMENT

The parties agree that at the request of the Union, the classification of Registered Practical Nurse (RPN) will commence bargaining independently as a separate bargaining unit of the CAW Local 2458 effective on the expiration of this Collective Agreement expiring March 31st, 2004. It is agreed that the Union will inform the Hospital of their intentions in writing prior to expiry of the current agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #8

VACATION COVERAGE

The Union and the Hospital jointly recognize the need to hire temporary employees to facilitate vacation scheduling. However, it is the parties desire to minimize the use of temporary employees if possible. The Hospital agrees to meet with the Union prior to the start of the prime vacation period to discuss the creation of full-time temporary positions that will be offered to part-time employees within each Department. It is further agreed that all available call-in hours will be offered to permanent part-time employees prior to being offered to temporary employees.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #9

TRANSFER DATES

The Hospital agrees to endeavour to transfer successful applicants to job postings to their new positions within thirty (30) days of being awarded such positions. It is further agreed that such positions will be awarded within forty-five (45) days of the posting expiring. The Union chairperson will be notified of any delay if the successful applicant is not transferred within thirty (30) days. Part-time employees who are successful applicants to full-time job postings and are not transferred within thirty (30) days of having being awarded a full-time position will be considered to have full-time status for the purposes of subsequent job postings only.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #10

PAY EQUITY

The parties agree that pursuant to the Pay Equity Act of Ontario and during the life of this Collective Agreement, a job evaluation committee will be established for the purposes of evaluating new jobs and, if eligible in accordance with the Pay Equity Act, re-evaluating jobs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #11

CLASSIFICATIONS

The parties agree to the following classifications:

- Cleaner – Change to:
- ESW I – takes in Cleaner I and Porter full-time
- ESW II – takes in Cleaner II and Maid full-time
- ESW - takes in all part-time and any new staff entering Environmental Services – individuals transferring from Grace to Hotel-Dieu site become Environmental Services Workers
- Food Service Helper – Change to:
- FSW – takes in Kitchen Helper I and Porter full-time
- FSW II – takes in Kitchen Helper II and Dietary Assistant full-time
- FSW III – takes in Diet Office
- FSW – takes in all part-time and any new staff entering Dietary - individuals transferring from the Grace to the Hotel-Dieu Site become Food Service Workers
- Pediatric Helper – Change to: Ward Helper – Pediatrics
- Nurse Aide, ER Aide, and ICU Aide – Change to:
- Health Care Aide, Non-Certified
- Health Care Aide remains the same

The Parties agree to the following classifications:

- Driver
- Environmental Service Worker 1
- Environmental Service Worker 11
- Environmental Service Worker
- Food Service Worker 1
- Food Service Worker 11
- Food Service Worker 111 (Diet Office)
- Food Service Worker
- Porter
- Ward Helper
- Assistant Cook
- Storeperson
- Radiology Helper
- Orderly
- Rehab Assistant
- Cook
- Central Processing Technician
- Carpenter
- Painter

- RPN

- i. The existing employee, Cherene Morgan, that is presently in the Pastry Cook position, will be classified as a Cook with the understanding that she will continue her duties as Pastry Cook when she is at work, provided there are Pastry Cook duties to be performed. Further, Ms. Morgan will be red-circled until the Cooks catch up.
- ii. The Hospital and the Union will meet to determine that all employees are properly placed in their new classifications.
- iii. For the classification of Environmental Services Worker 1 and 11, Food Service Worker 1 and 11, it is understood that if the Hospital transfers and employee from one site to the other site, the employee will maintain their 1 or 11 classification.
- iv. If the employee transfers from one site to the other site (e.g. job posting) they shall lose their 1 or 11 designation and will be classified under the generic classifications.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING #12

PAID EDUCATION LEAVE

The Hospital agrees to remit \$1,500.00 to the CAW-Canada Local 2458 effective April 1, 2004 for the purpose of contributing to the Union's Paid Education Leave Fund.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

