

# **COLLECTIVE AGREEMENT**

**between**

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

**and**

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

**SERVICE UNIT**

**Term of Agreement: April 1, 2004 to March 31, 2006**

## **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 5<sup>th</sup>, 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, Registered Practical 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 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.”

2:04 Where the term spouse is used in this agreement, it shall also mean same-sex or common-law spouse. It is understood that this clause will be interpreted consistent with the Pension Act of Ontario and the Family Law Act.

### **ARTICLE 3 - RESERVATIONS OF MANAGEMENT**

3:01 Subject to the provisions of article 3:02 hereof, and the right of employees to lodge their grievances hereinafter provided, the Union acknowledges that it is the exclusive function of the Employer to operate and manage the Hospital 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:

- a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, layoff, recall, schedule work, assign work, to increase or decrease the workforce, discipline and discharge;
- b) To maintain order, discipline and efficiency; and
- c) To establish and enforce rules and regulations, in an equitable and reasonable manner.

3:02 The Employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable manner and/or in a manner that is inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 - REPRESENTATION**

4:01 The Employer shall recognize up to ten (10) 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 five (5) 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 Director/Manager 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 Director/Manager 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 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, a 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 2, 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, a 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 2 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 Director/Manager 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 1 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.
- 5:08 When an employee is displaced from their position as a result of a grievance settlement and/or an arbitration award, (unless directed or agreed otherwise) such employee will be deemed to be laid off and the terms of articles 12:02 d) to h), 12:05, 12:06, and 12:09 only will apply.

#### **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 and the Hospital's contribution to the employee's Pension Plan.

The parties agree that the limits will be waived provided the Hospital is given at least four weeks notice of union time off requested due to attendance at Executive Board Meetings or for the purposes of an employee who is a Trainer with the Union to attend Union sanctioned training at which the employee is delivering the training.

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.

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 two (2) employees at a time and that the Union will provide at least eight (8) weeks notice, where possible, 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.

A seniority employee will be provided a leave of absence without loss of pay for a maximum of one (1) scheduled working day for the death of an employee's aunt, uncle, niece or nephew, subject to the same terms and conditions of this article.

- (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:

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

- 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 employer will offer early retirement options in accordance with the following provisions:

- a) the department, classification, and status (full time and/or part time) in which the lay off is to occur will be identified;
- b) the employer will offer early retirement option(s), as per 12:02, to a sufficient number of employees eligible for early retirement under HOOPP within the department, classification, and status identified for layoff as per 12:01 a) in order of seniority, to the extent that the maximum number of employees within the department, classification, and status who elect early retirement is equivalent to the number of employees who would otherwise receive notice of lay-off;
- c) in the event that an insufficient number of employees accept an early retirement option as stipulated in 12:01 b), the following may occur:
  1. If there is another Department that has the same classification and status as the employee(s) identified for lay-off pursuant to article 12:01 a), the employer shall then continue to offer early retirement options to those employees eligible under HOOPP, within the bargaining unit, in the same classification and status as identified in 12:01 a), based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received lay off notices as identified in 12:01 a), or;
  2. If there is no other Department that has the same classification and status as the employee(s) identified for lay-off pursuant to article 12:01 a), then the junior employee(s) affected will identify their displacement choices pursuant to articles 12:03 and 12:04 and the Employer shall offer early

retirement options to those employees eligible under HOOPP, within the Department, status and classification where the laid-off employee(s) has chosen to displace and one subsequent displacement. The offers will be based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received lay off notices as identified in 12:01 a).

- d) in the event that an early retirement option is accepted by an employee from another department pursuant to 12:01 c) 1), the laid off employee may exercise his/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;
- e) should no employee, or an insufficient number of employees, elect the early retirement option, all probationary and temporary employees employed within the department and classification will be laid off first, irrespective of their status, provided that a seniority employee wishes to accept the available temporary vacancy, until such time that the number of employees who would have otherwise received lay off notices as identified in 12:01 a) has been achieved;
- f) in the event that the number of employees identified for reduction in 12:01 a) is still not attained after exhausting the provisions of article 12:01 b), c), d) and e), lay off notices will be issued in inverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work;
- g) the affected employee(s) who receive notice of lay off will then be entitled to exercise his/her rights under the collective agreement;

12:02 An employee who elects early retirement pursuant to the foregoing, will be entitled to the following:

- a) 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.

- b) A full-time or part-time employee who is issued a notice of lay-off pursuant to article 12, in addition to the options set out in article 12:03 and 12:04, may elect to resign and be entitled to the following:

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.

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.

- 12:03 a) A full time employee laid off pursuant to the procedure set out herein 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.
- b) if the laid off full time employee is unable to displace a full time employee pursuant to the procedure set out in 12:03 a), the full time employee shall have the option to either take the layoff 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.
  - c) a full time employee displaced through the above procedure shall themselves be able to utilize the procedure.
- 12:04 a) 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.
- b) a part time employee displaced through the above procedure, shall themselves be able to utilize this procedure.
- 12:05 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.
- 12:06 The notice periods referred to in sub-article 12:05 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.
- 12:07 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 shall retain the right to be recalled to their previous classification for a period of twenty-four (24) months.
- 12:08 No new employee shall be hired in the department, classification, and status 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 recalled to return to work. Where a position becomes available, in a department, classification, and status in

which a lay off has occurred employees who retain seniority shall be recalled to the position in the department, classification, and status 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.

- 12:09 In the event that an employee is recalled, the affected employee will be recalled to their original department, status, and classification in inverse order of layoff.
- 12:10 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.
- 12:11 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.
- 12:12 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-article 12.05 shall be waived.
- 12:13 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.
- 12:14 EI Record of Employment forms will be furnished to a laid off employee within five (5) days of their last day worked.
- 12:15 In all cases of layoff and displacement, seniority will be calculated as of the original layoff or displacement notice.

#### **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 his regular seven and one half (7-1/2) hour shift excluding one half (1/2) hour meal period, shall receive a \$7.00 meal allowance on his paycheque. Further, the parties agree that if ONA renews their expired collective agreement maintaining meal vouchers, that the CAW units may revert to the option of a meal voucher or automatic payment at \$4.00, effective upon ratification of a new ONA agreement or expiry of the CAW agreements, whichever occurs first.
- 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. Effective March 31, 2006, the shift premium will increase to eighty (\$.80) cents per hour.
- (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. Effective March 31, 2006, the weekend shift premium will increase to eight (\$.80) cents per hour.
- 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 (7<sup>th</sup>) 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 call-in records 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 once 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 (HOGLIP)

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.

The Employer agrees to provide 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.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for crowns, bridgework and repairs for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have an annual maximum of \$1,000.00 per insured.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for complete and partial dentures 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.

Effective the first month following ratification of this agreement, the Employer agrees to pay one hundred percent (100%) of the premiums

payable for subscriber and dependent coverage for hearing aids under this Plan, on the basis of five hundred (\$500.00) lifetime maximum.

The Employer agrees to provide coverage for Massage Therapy subject to a \$300.00 annual maximum, effective the first of the month following ratification of this agreement.

The Employer agrees to provide coverage for Chiropractic services subject to a \$375.00 annual deductible and \$300.00 annual maximum, effective the first of the month following ratification of this agreement.

(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, seventy five dollars (\$175.00) per twenty-four (24) months, effective the first of the month following ratification by the parties and each individual employees eligibility date.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for eye exams for each employee up to a maximum of \$40.00, every 24 months.

(g) Retiree Benefits

Effective the first of the third month following ratification of this agreement, the Employer agrees to provide Green Shield Health benefit coverage identical to that provided to active employees for retirees who are age 55 up to and including age 64, on a 75% Employer / 25% Employee premium share basis, effective the first of the third month following ratification. The employer agrees to contact employees who retired between May 1, 2004 and the ratification date of this agreement, at their last known address, and offer such employee the ability to enrol onto the benefits provided herein.

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

The Employer agrees to provide 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.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for crowns, bridgework and repairs for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have an annual maximum of \$1,000.00 per insured.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for complete and partial dentures 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.

Effective the first month following ratification of this agreement, the Employer agrees to pay one hundred percent (100%) of the premiums for subscriber and dependent coverage for hearing aids under this plan. Such coverage shall have a lifetime maximum of \$500.00.

The Employer agrees to provide coverage for Massage Therapy subject to a \$300.00 annual maximum, effective the first of the month following ratification of this agreement.

The Employer agrees to provide coverage for Chiropractic services subject to a \$375.00 annual deductible and \$300.00 annual maximum, effective the first of the month following ratification of this agreement.

(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, seventy five (\$175.00) per twenty-four (24) months, as defined under the terms of this Plan effective the first of the month following ratification by the parties and each individual employees eligibility date.

Effective the first month following ratification of this agreement, the Employer agrees to provide coverage for eye exams for each employee up to a maximum of \$40.00, every 24 months.

(g) Retiree Benefits

Effective the first of the third month following ratification of this agreement, the Employer agrees to provide Green Shield Health benefit coverage identical to that provided to active employees for retirees who are age 55 up to and including age 64, on a 75% Employer / 25% Employee premium share basis, effective the first of the third month following ratification. The employer agrees to contact employees who retired between May 1, 2004 and the ratification date of this agreement, at their last known address, and offer such employee the ability to enrol onto the benefits provided herein.

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 (f) 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 (f) or sub-article 16.02 (a) to (f) 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 (f) 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 in which case, such benefits will be suspended until the employee re-enrols onto the benefits she chooses.
- 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 rate:

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 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.
- (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. Effective May 1, 2006, employees having five (5) years or more continuous service with the Employer but less than thirteen (13) years of continuous service shall receive four (4) weeks vacation with pay.
- (e) 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. Effective May 1, 2006, employees having thirteen (13) or more years of continuous service with the Employer but less than twenty-two (22) years of continuous service shall receive five (5) weeks vacation with pay.
- (f) 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. Effective May 1, 2005, employees who have been in the continuous service of the employer for a period of twenty-two (22) 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 1<sup>st</sup> and September 30<sup>th</sup> 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 <sup>st</sup> to September 30 <sup>th</sup>
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 endeavour 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 this article, regular pay for a part-time employee 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) An employee selected as a result of a posted vacancy need not be considered for more than two permanent vacancies in a calendar year, provided however, that this is not used to prohibit the movement of employees that would result in a change of status for the employee.
  - (e) If the successful applicant to a job posting declines the position, the position will then be offered to the next successful applicant under the provisions of article 20.01 b). If the second successful applicant declines the position, this process will continue, subject to the terms of this article.
  - (f) When an employee declines a posted position pursuant to 20:01 e) herein, such will not be counted toward limits imposed by article 20:01 d) and/or 20:06 of this Agreement.
- 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. An employee initiated reversion will be allowed on one occasion during a twelve (12) month period.
- 20:07 If a full-time temporary position arises that the employer intends to fill and is expected to be for a period of time in excess of six (6) months, the following procedure will apply:
- (i) Full time employees within the department and classification shall first be offered the temporarily vacated work assignment on a seniority basis, provided they have the competence and skill to perform the work required. Should no full-time employee within the department and classification be available or apply, part-time employees within the classification to be temporarily filled will be offered the temporary full-time position, provided they have the competence and skill to perform the work required. It is understood that only the originally vacated temporary position will be filled by this process. The employer shall fill the subsequent vacancy as required by offering the vacancy to part-time employees in the classification and department, by seniority. Should no part-time employee within the department or classification be available or apply for the temporary full-time position, part-time employees within the bargaining unit who are interested in the temporary full-time position may apply for the vacancy that shall be posted in accordance with the posting provisions of this agreement. When a temporary vacancy occurs to replace employees who are on leave or the need arises for a temporary position due to a special non-recurring task and is not filled by a full-time or part-time employee as provided herein, the employer shall hire a temporary employee to fill the position. Such employee shall have no bargaining unit status. The employer shall supply to the Chairperson the name and position of the temporary replacement and the name and expected date of return of the employee being replaced. Temporary employees shall pay union dues effective from the first day of the month following their date of hire. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
  - (ii) Where the temporary full-time vacancy becomes available in the Department of Environmental Services, only full-time employees on a shift other than that of the vacancy shall be permitted to make application or be considered for such vacancy. The vacancy or vacancies created as a result will be treated pursuant to (i) above.



- (iii) It is understood that the temporary vacancies described herein will not exceed a period of six (6) months, except in the case of Pregnancy/Parental leaves which may be for a period of up to 52 weeks, however, such six (6) month period may be extended for a further six (6) months on mutual agreement between the Union, the Hospital and the employee.
- (iv) This article would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his/her probation period will be credited with the appropriate seniority.
- (v) 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 (a) 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.
- (b) The Employer agrees to provide a locked bulletin board for use by all CAW bargaining units in a location mutually agreed between the Employer and the Union. A key to the board will be provided to the Union Chairperson.

#### **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 - FLU VACCINE**

26:01 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility thereof from the Medical Officer of health of in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees, subject to their consent, may be required to be vaccinated for influenza.
- (b) The Hospital will pay the full incremental cost for the flu vaccine and will endeavour to offer vaccinations during an employees working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Hospital recognizes that employees have the right to refuse any required vaccination.
- (d) In the event of an out break of influenza, the Hospital will reassign staff that have not received the vaccination, to appropriate work areas, if possible. If no reassignment is possible, such employee(s) will be deemed to be laid off.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she/he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 27 - BARGAINING UNIT WORK**

27:01 It is agreed that nobody excluded from the bargaining unit shall perform any duties or 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 1<sup>st</sup> day of April, 2004 to and including the 31<sup>st</sup> day of March, 2006

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 31<sup>st</sup> day of March, 2006, 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 \_\_\_\_\_, 2005.

**FOR THE HOSPITAL**

**FOR THE UNION**

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The following Schedules, Appendices and Letters of Understanding are attached to and form part of this Collective Agreement.

Appendix A

Wage Rates

- Letter of Understanding #1 – Grace Sick Leave Credits
- Letter of Understanding #2 – Stand-by Scheduling and Call-in Pay
- Letter of Understanding #3 – Labour Management Meetings
- Letter of Understanding #4 – Job Sharing
- Letter of Understanding #5 – Union Day
- Letter of Understanding #6 – Violence Against Women
- Letter of Understanding #7 – Vacation Coverage
- Letter of Understanding #8 – Transfer Dates
- Letter of Understanding #9 – Pay Equity
- Letter of Understanding #10 – Classifications
- Letter of Understanding #11 – Paid Education Leave
- Letter of Understanding #12 – Bargaining Unit Work
- Letter of Understanding #13 – Crossing of Classifications
- Letter of Understanding #14 – Modified Work Program



**APPENDIX A**

**WAGE RATES**

Class	Effective Date	Step 1		Step 2		Step 3
			Start		6 Mon.	1 Year
		+		+		+
		\$		\$		\$
Driver	04/01/03		16.5245		17.0132	17.4628
ESW	04/01/04		16.8550		17.3534	17.8121
FSW	10/01/04		17.0236		17.5269	17.9902
Porter	04/01/05		17.3641		17.8774	18.3500
Ward Helper						
Assistant Cook	04/01/03		16.8115		17.3513	17.6994
Radiology Helper	04/01/04		17.1477		17.6983	18.0534
	10/01/04		17.3192		17.8753	18.2339
	04/01/05		17.6656		18.2328	18.5986
FSW (Diet Office)	04/01/03		17.0549		17.5436	17.9933
	04/01/04		17.3960		17.8945	18.3532
	10/01/04		17.5700		18.0734	18.5367
	04/01/05		17.9214		18.4349	18.9074
Store Person Rehab Assistant	04/01/03		17.6635		17.8909	18.0999
	04/01/04		18.0168		18.2487	18.4517
	10/01/04		18.1969		18.4312	18.6362
	04/01/05		18.5609		18.7998	19.0089
Cook	04/01/03		17.5930		17.9713	18.3619
	04/01/04		17.9449		18.3307	18.7291
	10/01/04		18.1243		18.5140	18.9164
	04/01/05		18.4868		18.8843	19.2947
CP Tech	04/01/03		18.0090		18.5488	18.8934
	04/01/04		18.3692		18.9198	19.2713
	10/01/04		18.5529		19.1090	19.4640
	04/01/05		18.9239		19.4912	19.8533
Carpenter Painter	04/01/03		19.2230		19.6823	19.9475
	04/01/04		19.6075		20.0759	20.3465
	10/01/04		19.8035		20.2767	20.5500
	04/01/05		20.1996		20.6822	20.9610

- 2.0% General Wage increase to all classifications effective April 1, 2004
- 1.0% Health and Safety increase to all classifications effective October 1, 2004
- 2.0% General Wage increase to all classifications effective April 1, 2005

## **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.

## **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”.

## **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.

#### **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.

## **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.

## **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.

## **LETTER OF UNDERSTANDING #7**

### **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.

## **LETTER OF UNDERSTANDING #8**

### **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.

## **LETTER OF UNDERSTANDING #9**

### **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.

## **LETTER OF UNDERSTANDING #10**

### **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
- Storesperson
- Radiology Helper
- Orderly
- Rehab Assistant
- Cook
- Central Processing Technician
- Carpenter
- Painter

- 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.

#### **LETTER OF UNDERSTANDING #11**

##### **PAID EDUCATION LEAVE**

The Hospital agrees to remit \$1,500.00 to the CAW-Canada Local 2458 effective the first month following ratification of this agreement for the purpose of contributing to the Union's Paid Education Leave Fund.

## **LETTER OF UNDERSTANDING #12**

### **BARGAINING UNIT WORK**

The Hospital acknowledges the concerns of the Union with respect to bargaining unit work. The Hospital agrees to meet with the Union, at its request, to discuss such concerns during the term of this agreement.

## **LETTER OF UNDERSTANDING #13**

### **CROSSING OF CLASSIFICATIONS**

1. The parties agree that the classifications that may be crossed are as follows:
  - Cook may work as Assistant Cook
  - Assistant Cook may work as Cook
  - FSW may work as Assistant Cook
  - FSW may work as FSW (Diet Office)
2. In the event that an Assistant Cook is to work as a Cook, the individual must possess the required qualifications. Martha Uzonyi and Rosa Del-Percio possess the mandatory cooking qualifications at this time. There are no special requirements in order for an individual to work as an Assistant Cook at this time.
3. All hours of work for part time Assistant Cook's and part time Cook's will be equalized with each other at the time the schedule is posted. The hours of work will be equalized as best as possible while taking into account that not all employees possess the same level of skill (i.e. certified cook).
4. In the event that a sick call is received within the Cook classification, and it is to be replaced, the following procedure will be followed on the basis of call-ins by rotational seniority:
  - i. part time Cooks at straight time
  - ii. part time Assistant Cooks at straight time
  - iii. full time Assistant Cook, if already scheduled that shift, at straight time
  - iv. full time Cooks at overtime
  - v. full time Assistant Cooks at overtime
  - vi. part time Cooks at overtime
  - vii. part time Assistant Cooks at overtime
  - viii. backfill Assistant Cook as needed



5. In the event that a sick call is received within the Assistant Cook classification, and it is to be replaced, the following procedure will be followed on the basis of call-ins by rotational seniority:
  - i. part time Assistant Cooks at straight time
  - ii. part time Cooks at straight time
  - iii. part time FSW at straight time
  - iv. full time Assistant Cooks at overtime
  - v. full time Cooks at overtime
  - vi. part time Assistant Cooks at overtime
  - vii. part time Cooks at overtime
  - viii. part time FSW at overtime
6. In the event that a sick call is received within the FSW (Diet Office) classification, and it is to be replaced, the following procedure will be followed on the basis of call-ins by rotational seniority, provided such employee is trained to perform the work required:
  - i. part time Diet Office at straight time
  - ii. part time FSW at straight time
  - iii. full time Diet Office at overtime
  - iv. part time Diet Office at overtime
7. There will be no change in the manner in which sick calls are filled within the FSW classification.
8. An employee who crosses classifications will be paid their current rate of pay, or the rate of pay for the classification worked within, which ever is greater. The employee will be compensated at the same level within the pay grid that they currently possess in their permanent work classification.
9. This agreement is without precedent or prejudice to either party.

#### **LETTER OF UNDERSTANDING #14**

#### **MODIFIED WORK PROGRAM**

The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured/ill workers. Further, the parties agree to comply with the return to work provisions pursuant to the Workplace Safety and Insurance Act (as amended from time to time). The process as outlined will apply to non-occupational and occupational illnesses/injuries in compliance with the Workplace Safety and Insurance Act and in compliance with the obligations to accommodate employees under the Human Rights Code.

Consequently, the following Modified Work Program will apply:

1. Once a claim is established with the Workplace Safety and Insurance Board (W.S.I.B.), it will be monitored by the Hospital.
2. Where there is a reasonable possibility that a person may be able to return to work on modified duties, the employee will be given a Functional Abilities Form to give to their attending Physician for completion or the employee will be asked for a doctor's note outlining restrictions, if any. Such form will be submitted to the Occupational Health and Safety Department.
3. Upon receipt of the Functional Abilities Form/Doctor's note, a Modified Work Plan will be developed by the Occupational Health and Safety Department, in consultation with the employee, Union Representative and any other qualified personnel. The MWP will indicate the applicable restrictions and expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Representative.
4. There is a positive duty on the worker to inform their Director/Manager or the Occupational Health and Safety Department if he or she is experiencing discomfort during the MWP and such MWP will then be reviewed.
5. Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be advised.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**FOR THE HOSPITAL**

**FOR THE UNION**

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