

THE COLLECTIVE AGREEMENT

BETWEEN

**PROVIDENCE CARE CENTRE -
ST. MARY'S OF THE LAKE HOSPITAL site
(PROVIDENCE CARE-SMOL)
("THE HOSPITAL")**

KINGSTON, ONTARIO

AND

**EMPLOYEES' UNION of
PROVIDENCE CARE'S ST. MARY'S OF THE LAKE
HOSPITAL site -
CANADIAN NATIONAL FEDERATION OF INDEPENDENT
UNIONS (CNFIU), LOCAL 3001
("THE UNION")**

DURATION: April 1, 2007 to March 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ARTICLE 1: GENERAL PURPOSE	7
ARTICLE 2: DEFINITION OF EMPLOYEE	7
ARTICLE 3: PRONOUN USE	7
ARTICLE 4: DEFINITIONS	7
4.1 Registered Practical Nurse (RPN)	7
4.2 Full-time Employee	8
4.3 Pro-rata Employees	8
4.4 Part-Time Employee	8
4.5 Casual Employee.....	8
4.6 Temporary Employee.....	8
4.7 Term “Scheduled to Work”	8
ARTICLE 5: MANAGEMENT FUNCTIONS	8
ARTICLE 6: NO DISCRIMINATION	9
ARTICLE 7: UNION ACTIVITY & SECURITY	9
7.2 Union Orientation	9
7.3 Strikes and Lockouts.....	10
7.4 Deduction of Union Dues	10
7.5 Master List of Bargaining Unit Members	10
7.6 Time Spent in Union Activities	11
7.7 Leaves of Absence for Union Business and Training.....	11
7.8 Union Officials-Access to Hospital	12
7.9 Work of the Bargaining Unit	12
7.10 No Contracting Out	12
ARTICLE 8: COMMITTEES AND REPRESENTATION	12
8.1 Appointing Union Members to Committees.....	12
8.2 Negotiation Committee	12
8.3 Labour Management Committee.....	13
8.4 Appointment of Grievance Committee	13
8.5 Appointment of Stewards.....	13
ARTICLE 9: BULLETIN BOARDS	14
ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE	14
10.1 Grievance Procedure Time Limits.....	14
10.2 Right to Union Representation	14
10.3 Grievance Procedure	14
10.4 Policy Grievance	15
10.5 Group Grievance.....	15
10.6 Special Grievance.....	16
10.7 Mediation	16
10.8 Arbitration.....	17
10.9 Binding Agreement	18
ARTICLE 11: MODIFIED WORK	18
11.1 Modified Return to Work	18

11.2	Workers' Safety Insurance Board Form 7	19
11.3	Modified Work due to Age/Disability	19
11.4	Employees Requiring Permanent Accommodation.....	19
ARTICLE 12: SENIORITY, PROMOTION AND STAFF CHANGES		19
ARTICLE 13: WAGES		20
13.1	Payment of Wages.....	20
13.2	Recognition of Related Experience	20
13.3	Wage Rates	20
13.4	Posted to a Higher Paying Classification	20
13.5	Posted to a Lower Paying Classification	20
ARTICLE 14: JOB POSTING		20
14.1	Modified Duties	20
14.2	Posting Length	20
14.3	Posting Information	21
14.4	Applications to Postings	21
14.5	Filling Vacancies	21
14.6	Unsuccessful Applicants	21
14.7	Resulting Vacancies	21
14.8	Probationary Period Employees.....	21
14.9	Returning to Former Position	21
14.10	Employees Filling Temporary Full-time Vacancies	22
ARTICLE 15: PROBATIONARY PERIOD		22
15.1	Probationary Period	22
15.2	Rights during Probationary Period	22
15.3	Seniority after Probationary Period	23
ARTICLE 16: TRIAL PERIOD		23
ARTICLE 17: HOURS OF WORK		23
17.1	Normal Hours of work for Full Time Employees.....	23
17.2	Normal Hours of Work for Part Time Employees	23
17.3	Master Shift Rotation	25
17.4	Request for Permanent Assignment	25
ARTICLE 18: SCHEDULING		25
18.1	Posting of Schedules	25
18.2	Work on Scheduled Day Off Full Time Employees	25
18.3	Exchanging Shifts	25
18.4	Weekends Off	25
18.5	Time Off for the Holiday Season	26
18.6	Regular Days Off	26
18.7	Time Off Between Shift Changes.....	26
18.8	Evening/Night Shift Rotation	27
18.9	Weekend Shift Rotation	27
18.10	Double Shift	27
18.11	Flexible Hours	27
ARTICLE 19: TECHNOLOGICAL CHANGE		28
19.1	Notifying the Union.....	28
19.2	Discussing Effects with the Union	28
19.3	Where New or Greater Skills are Required.....	28
ARTICLE 20: JOB CLASSIFICATIONS		28

20.1	Job Descriptions	28
20.2	Changing Job Content / Establishing New Classification	28
20.3	Notifying the Union.....	29
20.4	Appropriate Rate of Pay.....	29
20.5	Grievance Process.....	29
20.6	Arbitration Award - Retroactivity.....	29
ARTICLE 21: EMPLOYEE FILES		29
21.1	Access to File.....	29
21.2	Removal of Letters.....	29
ARTICLE 22: LEAVES OF ABSENCE		30
22.1	Short-Term Leaves of Absence	30
22.2	Long-term Leaves of Absence	30
22.3	Self Funded Leaves	30
22.4	Pregnancy Leave	32
22.5	Parental Leave.....	33
22.6	Educational Leave	34
22.7	Bereavement Leave.....	35
22.8	Jury Duty.....	36
22.9	Family Medical Leave	37
22.10	Emergency Leave	37
22.11	Service, Seniority and Benefits While on Leave.....	38
ARTICLE 23: SENIORITY AND SERVICE		39
23.1	Recognizing Seniority	39
23.2	Defining "Seniority"	39
23.3	Defining "Service"	39
23.4	Determining Seniority.....	39
23.5	Seniority of Newly Hired Employees.....	40
23.6	Seniority and Service While on leave.....	40
23.7	Seniority List	41
ARTICLE 24: POST RETIREMENT EMPLOYMENT		41
ARTICLE 25: DEEMED TERMINATION		41
ARTICLE 26: PARKING		42
ARTICLE 27: SAFETY FOOTWEAR		42
ARTICLE 28: ASSIGNING DUTIES		42
28.1	Assigned to Duties of Higher Classification	42
28.2	Assigned Duties of a Position Outside Bargaining Unit.....	42
ARTICLE 29: PREMIUMS		43
29.1	Overtime	43
29.2	Stand-by.....	43
29.3	Call Back.....	43
29.4	Second Shift.....	44
29.5	Evening, Night and Weekend Shifts.....	45
29.6	Group Lead Premium.....	45
29.7	In-Charge.....	45
29.8	Pyramiding.....	45
ARTICLE 30: HEALTH AND WELFARE BENEFITS		46
30.1	Benefit Plan.....	46
30.2	Change of Carrier	46

30.3	Percentage in Lieu of Benefits – Part-time Employees	46
30.4	Group Life Insurance Premium	47
30.5	Participation in Pension and Group Life Insurance plans.....	47
30.6	Co-Ordination of Benefits.....	47
30.7	Dental Plan	47
30.8	Extended Health Care (EHC).....	47
30.9	Semi-Private	48
30.10	Continuation of Benefits	48
30.11	Early Retirement Benefits	48
ARTICLE 31: SICK LEAVE AND LONG-TERM DISABILITY		48
31.1	Short-term Sick Leave Plan	48
31.2	Long-Term Disability Plan.....	49
31.3	Accumulated Sick Credits	49
31.4	Pay While Awaiting WSIB Payment	49
31.5	Notification of Sick Absences.....	50
31.6	Medical Certificates.....	50
31.7	Alcohol or Drug Addiction Treatment	50
ARTICLE 32: VACATION		51
32.1	Vacation Entitlement—Full Time	51
32.2	Vacation Entitlement – Pro-rating for leaves of absence	52
32.3	Vacation Entitlement—Part Time	52
32.4	Change in Status	53
32.5	Vacation Pay at Termination	53
32.6	Vacation Scheduling	54
32.7	Submission and Approval of Vacation Requests	54
32.8	Vacation Pay Advance.....	54
32.9	Vacation Interrupted due to Illness.....	54
ARTICLE 33: Paid Holidays		55
33.1	Recognized Holidays	55
33.2	Definition of Holiday Pay	55
33.3	Qualifying for Paid Holidays	56
33.4	Hours of the Paid Holiday	56
33.5	Working on Paid Holidays	56
33.6	Working on Float Holiday	57
33.7	Loss of Entitlement to Holiday Pay	57
33.8	Substitution for Paid Holiday	57
33.9	Overtime on Paid Holiday	57
ARTICLE 34: LAYOFF AND RECALL / EMPLOYMENT STABILITY		57
34.4	Term “Layoff”	59
34.5	Term “Classification”	59
34.6	Term “Status”	59
34.7	Short Term Layoff	59
34.8	Long Term Layoff.....	60
34.9	Precedence of Employer/Union Agreement.....	64
ARTICLE 35: JOB SHARING		64
35.1	Requests.....	64
35.2	Job Share Agreement	64
35.3	Length.....	64

35.4	Total hours	64
35.5	Creating and Filling Job Share Components	64
35.6	Original Home Position	65
35.7	Schedules	65
35.8	Coverage of Absences:.....	65
35.9	Trial Period.....	66
35.10	Discontinuation:	66
ARTICLE 36: TERMS OF THIS AGREEMENT		66
36.1	Term	66
36.2	Negotiations	66
36.3	Witness	67
Appendix 1 – RE: Recognition and Coverage		68
Appendix 2 –RE: Call-in and Summer Vacation Relief		69
Appendix 3 – RE: Clerical Testing		70
Appendix 4 – RE: Unwanted Behaviours		71
Salary Schedules		72

ARTICLE 1: GENERAL PURPOSE, RECOGNITION AND COVERAGE

- a) The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for the employees who are subject to the provisions of this Agreement.
- b) The Hospital recognizes the Union as the exclusive collective bargaining agent for all Providence Care Centre's employees on the Providence Care, St. Mary's of the Lake Hospital payroll who work at the St. Mary's of the Lake Hospital site, or who work at either Kingston General Hospital, Hotel Dieu Hospital, or at Regional Community Brain Injury Services or Rehabilitation Management Services locations at Kingston, Ontario, save and except supervisors, foremen, all persons above the rank of supervisor or foreman, those positions covered by subsisting Collective Agreements or positions as listed on Appendix 1 of the Collective Agreement.

ARTICLE 2: DEFINITION OF EMPLOYEE

The words "employee" or "employees" where used in this Agreement shall mean only the employees in the bargaining unit as defined in the Recognition and Coverage Article.

ARTICLE 3: PRONOUN USE

Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun where the context so provides.

ARTICLE 4: DEFINITIONS

4.1 Registered Practical Nurse (RPN)

A "Registered Practical Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974, as amended.

a) RPN Certificate of Competence

A Registered Practical Nurse is required to present to the Manager or her designate her current Certificate of Competence each year no later than the date of suspension as determined annually by the College of Nurses failing which she will be placed on non-disciplinary suspension without pay until such Certificate of Competence is presented. In the event the Registered Practical Nurse is unable to present the said certificate but can provide proof from the College of renewal/current certificate of competence, the above penalty provision will not apply. It will remain the responsibility of the Registered Practical Nurse to obtain her certificate and to provide the Hospital with proof that she is making the necessary effort of doing so. Reinstatement to the status of Registered Practical Nurse shall be effective the date of presentation of proof of the certification as above.

4.2 Full-time Employee

An employee who is regularly scheduled to work the normal full-time hours of 75 hours in a two week pay period.

4.3 Pro-rata Employees

An employee who is regularly scheduled to work more than twenty-four (24) hours per week but less than thirty-seven and one-half (37 ½) hours per week.

4.4 Part-Time Employee

An employee who is regularly scheduled to work for less than or equal to twenty-four (24) hours per week on a pre-determined basis as determined by the needs of the Hospital.

4.5 Casual Employee

An employee who does not work on a regularly scheduled basis but is available to work on a call-in basis as required by the Hospital.

4.6 Temporary Employee

An employee who commences employment with the Hospital and who is:

- a) hired to relieve an employee who is on an approved leave, ill or on WSIB, for a period not to exceed 12 months or such longer term as may be agreed by the parties of this agreement; or
- b) hired temporarily to work for a fixed term or task not to exceed a period of six (6) consecutive months, or such longer term as may be agreed by the parties of this Agreement.

4.7 Term "Scheduled to Work"

The term "scheduled to work" for the purposes of this Article is intended to refer to those hours originally posted. Where the employee works shifts that became available after the posting of the schedules as a result of illness, accident, etc., the hours of those shifts shall not be counted as "scheduled hours" of work. The working of such shifts shall not result in a reclassification of the employee to full-time status.

ARTICLE 5: MANAGEMENT FUNCTIONS

The Hospital agrees that the following functions will be exercised in a manner consistent with the provisions of the Collective Agreement and the Union acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of grievance and dealt with in accordance with the grievance procedure;
- c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The Hospital will furnish the Union and the Chief Steward with copies of published Hospital rules and regulations prior to posting same on bulletin boards;
- d) manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 6: NO DISCRIMINATION

The Hospital and the Union agree that there will be no discrimination, harassment, interference, restraint or coercion exercised or practiced upon any employee because of legitimate activity, membership or lack of membership or holding office in the Union or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability or any other prohibited grounds identified under the *Ontario Human Rights Act*.

The Hospital and Union agree that the provisions of this Agreement shall be applied in a manner that is consistent with the provisions of the *Ontario Human Rights Act*.

ARTICLE 7: UNION ACTIVITY & SECURITY

7.1

The Union agrees that there will be no solicitation for membership, collection of dues or other Union activities on the premises of the Hospital except as specifically permitted by this Agreement or in writing by the Hospital. Each employee shall be provided with a copy of the current Collective Agreement.

7.2 Union Orientation

During the orientation of new employees, who are members of the bargaining unit, the President of the Local or her designate will be allowed a period of time not to exceed fifteen (15) minutes to meet and present to such employees collectively. During this time, a membership package will be provided to the employee(s).

7.3 Private Bargaining

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s), which conflicts with the terms of this agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

7.4 Strikes and Lockouts

During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair, the services of the Hospital. If employees should engage in such action, the Union shall instruct and direct such employees to return to work and resort to the grievance procedure herein contained.

The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

7.5 Deduction of Union Dues

- a) Union dues, as determined by the Union, will be deducted by the Hospital each pay period and remitted no later than the fifteenth (15th) of the month following the month in which dues are deducted to Head Office or as directed by the Union in writing.
- b) Dues deduction for new employees will begin in the month of hire.
- c) The Hospital will not be responsible for the deduction or remittance of Union dues for employees who are on unpaid leaves of absence.
- d) The Union agrees to indemnify and hold harmless the Hospital in respect to the deduction of Union dues.
- e) The Hospital will forward a copy of the dues deduction list and dues remittance each month to the Local treasurer and the CNFIU Head Office.
- f) Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period in which there are earnings.

7.6 Master List of Bargaining Unit Members

- a) The Hospital agrees to furnish the Local Union President and CNFIU Head Office each April, or as reasonably requested by the Union, with a list of names and addresses of employees within the bargaining unit. This list will be kept current each month by the addition of new employees and the deletion of those who terminate.

- b) A list of vacancies filled in the preceding month under the Job Posting Article and the names of the successful applicants will be posted, with a copy provided to the Union.
- c) The Hospital will provide the Union with a list, by the 1st of each month of all newly hired employees, transfers, retirements and terminations within the bargaining unit.

7.7 Time Spent in Union Activities

- a) The Union acknowledges that stewards and members of committees have their normal working duties to perform on behalf of the Hospital. Such persons will not leave their area of work without first obtaining permission from their immediate supervisor outside of the bargaining unit in order to deal with matters arising out of this Agreement. When committee members, in carrying out their responsibilities under this Agreement, are required to enter into a work area other than that to which they have been assigned, they must first obtain permission from the person in charge of the said work area. When stewards in carrying out their responsibilities under this Agreement, are required to enter a work area other than that to which they have been assigned, they must first notify the person in charge of the reason for their need to enter the said work area. On completion of such responsibilities, these persons shall report back to the person in charge of their work area. Permission under this clause will not be unreasonably withheld.
- b) In accordance with this understanding, the Hospital shall not make any deductions from regular earnings of stewards or committee members for:
 - (i) Time spent absent from regular scheduled duties by stewards while investigating a complaint or grievance and by Grievance Committee members in joint meetings with the Hospital up to but not including arbitration.
 - (ii) Time spent absent from regular scheduled duties by members of the Negotiating Committee (four members only) when attending meetings with the Hospital during local negotiations up to but not including arbitration.
- c) Compensation will not be paid to stewards and committee members for time spent outside of regular working hours.

7.8 Leaves of Absence for Union Business and Training

- a) Leaves of absence without pay and without loss of seniority or benefit credit may be granted subject to staffing requirements of the Hospital, upon written request to the Hospital, to employees who are selected or appointed to represent the Union for Union business.
- b) Not more than three (3) employees and not more than one (1) from any program unit/department (excluding the Chief Steward) will be granted leave for any one period of time. All of such leave shall not exceed a total of thirty (30) working days for all employees in any one year except as outlined below.

- c) For steward training purposes only, there may be six (6) employees off without pay and without loss of seniority or benefit credit at any one time but not more than one (1) from any program unit/department. All of such leave shall not exceed a total of eighteen (18) working days for all stewards in any one (1) calendar year.
- d) The Union may request time off for additional stewards in specific program units/departments to participate in training. These requests may be approved subject to the operational needs of the program unit/department.

7.9 Union Officials-Access to Hospital

When the Union requires assistance from a National CNFIU Representative on Hospital premises in matters arising from the terms of this Agreement, such person(s) will have access to the Hospital upon the Union obtaining permission from the Hospital Administrator or her designate. Permission will not unreasonably be withheld.

7.10 Work of the Bargaining Unit

Supervisors, persons above the rank of supervisor and volunteers who are excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly result in layoff or loss of a four (4) hours shift or more to a bargaining unit employee except for the purpose of training or workload measurement/assessment or bona fide emergencies. The intent of this provision is to address unforeseen circumstances.

7.11 No Contracting Out

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 employee occurs. Contracting to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

ARTICLE 8: COMMITTEES AND REPRESENTATION

8.1 Appointing Union Members to Committees

The Union agrees to notify the Hospital in writing of the names of the members of the executive, members of committees provided for in this Agreement, and stewards at the time of their appointment or selection and within seven (7) calendar days after any changes occur. Only persons thus named shall be recognized by the Hospital.

8.2 Negotiation Committee

The Union shall have the right to appoint, or otherwise select a Negotiating Committee of not more than four (4) employees, one of whom will be the President of the Union.

Members of this Committee shall arrange, in advance, with their Manager or designate for necessary time off for negotiations with the Hospital.

8.3 Labour Management Committee

- a) There shall be established a Labour Management Committee consisting of three (3) members from the Union and three (3) members for the Hospital as set out in the terms of reference.
- b) Other individuals may be invited on an issue by issue basis by either the Union or the Hospital with the agreement of the other party.
- c) The Committee shall meet once each month at the call of either party, or special meetings may be called by the mutual agreement of both parties. A representative of each of the parties shall notify a representative of the other in writing within seventy-two (72) hours (exclusive of Saturdays, Sundays and Holidays), of the meeting indicating the items it wishes to discuss.
- d) The purpose of the Committee shall be to exchange views on matters which may tend to promote improvement in the function of the Hospital and the welfare of its employees.
- e) This Committee shall not deal with grievances nor in any way, supplant the "Grievance" section of this Agreement.
- f) Such meetings will be held during normal working hours and employees attending such meetings shall suffer no loss of pay unless exceptional circumstances dictate after hours meeting.
- g) The Hospital will continue its present policy of making provisions for the safety and protection of the health of the employees during the hours of their employment. The Hospital will continue to welcome suggestions from employees and/or Union regarding safety measures.
- h) The Hospital and the Union will share responsibility of alternating chair and recording function.

8.4 Appointment of Grievance Committee

The Union shall appoint a Grievance Committee consisting of three (3) employees, one of whom will be the President of the Union.

8.5 Appointment of Stewards

The Union shall have the right to appoint or otherwise select Stewards.

The Hospital will recognize a Chief Steward, and fourteen (14) Stewards.

ARTICLE 9: BULLETIN BOARDS

Bulletin boards designated as "Employees' Union Bulletin Boards" shall be provided by the Hospital adjacent to the (1) Cafeteria and, (2) South Elevator basement level and, (3) all off-site locations for the purposes of job postings and Hospital communications including union business. Seniority Lists will be posted on the bulletin boards adjacent to the Cafeteria and South Elevator basement level. The Union shall have the right to post notices of meetings and social functions on all its designated bulletin boards. All other union business however, shall be initialled by the Administrator or her designate prior to the actual posting.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including the discipline, discharge or suspension of an employee covered by this Agreement or the question as to whether a matter is arbitrable.

10.1 Grievance Procedure Time Limits

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory subject to the provisions of the *Labour Relations Act*. If the Union fails to comply strictly with such time limits except by the written agreement of the parties, such failure shall result in the grievance being deemed to have been abandoned. If the Hospital fails to comply strictly with such time limits, the grievance shall proceed to the next step of the grievance or arbitration procedure. It is understood that the time limits of the grievance or arbitration procedures may be extended with mutual consent of the parties.

10.2 Right to Union Representation

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of her Steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

10.3 Grievance Procedure

Complaint Step

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no formal grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be identified as a complaint under the grievance procedure and discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within nine (9) calendar days, it shall then be

taken up as a grievance within nine (9) calendar days following receipt of her immediate supervisor's decision in writing in the following manner and sequence:

Step 1

Within nine (9) calendar days following the decision under the Complaint Step, the employee may submit the written grievance identifying the nature of the grievance, the provision of the Collective Agreement which is alleged to be violated and the remedy sought to her Manager or their designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties shall meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Manager or their designate is the same person. Failing settlement then:

Step 2

Within nine (9) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Hospital Administrator or her designee as Step 2 of the grievance procedure. A meeting will then be held between the Hospital Administrator or her designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2. It is understood and agreed that the Union or the Hospital Administrator or her designate may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. If the grievance is denied, reason for denial will be stated in writing.

10.4 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within 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 herself institute and the regular grievance procedure shall not be thereby by-passed.

10.5 Group Grievance

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 identifying each employee who is grieving to the Manager or their designate within fourteen (14) calendar 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 No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.6 Special Grievance

A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Hospital's action in dismissing the employee, or
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- c) by any other arrangement which may be deemed just and equitable.

The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause.

10.7 Mediation

- a) Where there has been no resolution of the issue upon completion of Step 2 of the grievance procedure, either party, with agreement of the other party, may submit the grievance to mediation at any time within thirty (30) days of the Hospital's decision at Step 2 of the grievance procedure.
- b) Grievance mediation will commence within twenty one (21) days of the grievance being submitted to mediation or a longer period as agreed by the parties.
- c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedures with the understanding that the parties may mutually agree to extend time limits fixed in the grievance procedure.
- d) The parties shall agree on a Mediator.
- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence shall not apply. No record of the proceedings shall be made and neither party will use legal counsel.
- f) If possible, an agreed statement of facts will be provided to the Mediator in advance of the Grievance Mediation meeting.
- g) The Mediator will have the authority to meet separately with each party.
- h) The Mediator will not be authorized to make any decision or recommendation inconsistent with the provisions of this Agreement or alter, modify or amend any part of this Agreement.

- i) If no settlement is reached within five (5) days following the Grievance Mediation meeting, the parties are free to submit the matter to Arbitration in accordance with the provisions of this Agreement or may appoint the Mediator as Arbitrator and the parties agree to be bound by the decision of the Arbitrator so appointed.
- j) The Union and the Hospital will share the cost of the Mediator, if any.

10.8 Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Included in this process are matters where the Hospital alleges that the Union or any of its members are misinterpreting, misapplying, wrongly administering or violating the Collective Agreement.

a) Submitting Matters to Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time indicate its desire to submit the difference or allegation to a Sole Arbitrator By Right or a Tripartite Board. Sole Arbitration must be agreed to by the parties otherwise, the Tripartite Board process will apply.

b) Sole Arbitrator

In the event that the matter is to be dealt with by a Sole Arbitrator, the party submitting the grievance to arbitration shall advise as to the three (3) choices as to the Sole Arbitrator. The recipient of the notice shall, in reply, either agree to one of the proposed Arbitrators or advise as to its three (3) alternative choices as to the Sole Arbitrator. If the parties can agree on a Sole Arbitrator within twenty (20) days of the matter being referred to Arbitration, the matter shall be determined by the Sole Arbitrator. If not, the Tripartite Board procedure shall apply.

c) Tripartite Board of Arbitration

In the event that the parties opt for a Tripartite Board of Arbitration, the party submitting the difference or allegation for arbitration, shall submit the name of their nominee to the Arbitration Board. The recipient of the notice shall, within seven (7) days after its receipt, advise the other party of its nominee to the Arbitration Board. The two Nominees shall, within fourteen (14) days of their appointment, seek to appoint a third person to act as Chair in accordance with the process outlined previously for determining a Sole Arbitrator. If the two Nominees fail to agree upon a Chair within the time limits, appointment shall be made by the Minister of Labour of Ontario upon application of either party.

d) Appointing an Arbitrator

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance with the exception of the provision to appoint a Mediator under the Mediation Article of this Collective Agreement.

e) No Matter may be submitted to Arbitration

No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

f) Arbitration Decision

Neither the Sole Arbitrator nor the Arbitration Board shall be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.

g) Expediting Arbitration Board Proceedings

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

h) Expenses of Arbitration

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board or Sole Arbitrator.

10.9 Binding Agreement

All agreements reached under the grievance and/or arbitration procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

ARTICLE 11: MODIFIED WORK

Where applicable, also see Sick Leave and Long Term Disability Article for entitlements while on WSIB

11.1 Modified Return to Work

When it has been medically determined that an employee is unable to return to their pre-injury/pre-illness position and requires temporary or permanent accommodation, the Hospital will convene a meeting of the employee, the employee's Manager or their designate and an Occupational Health Nurse, Return to Work Coordinator and Human

Resources representative as required to discuss their return to work. The employee will be notified that they may request a union representative prior to attending such a meeting. It is agreed that the Hospital and the Union will at all times respect the dignity and confidentiality of the employee and will be consistent with all applicable legislative requirement.

Where the employee is returning to their pre-injury/pre-illness position on modified duties, the employee, the employee's manager and an Occupational Health Nurse, Return to Work Coordinator and Human Resources representative as required, shall meet to develop a Modified Work Plan and a copy will be provided to the employee and her Manager or their designate and the Union where a Union representative has participated in developing the modified work plan.

11.2 Workers' Safety Insurance Board Form 7

The employee will be provided with one copy of the Form 7 at the time of completion. The Hospital will notify the employee, in writing, when any appeal of the claim has been filed on the Hospital's behalf.

11.3 Modified Work due to Age/Disability

When an employee covered by this Agreement is unable to perform her duties, through advancing years or disablement, the Hospital will make every effort to relocate the employee in a position or job consistent with her disability, capacity and age, at a salary consistent with the job.

11.4 Employees Requiring Permanent Accommodation

- a) The Hospital will maintain and share with the Local Union, a list of all bargaining unit employees requiring permanent accommodation. The list shall be up-dated as needed.
- b) It shall be the employee's responsibility to notify the Hospital of any changes to their restrictions, abilities and qualifications.
- c) Prior to posting any position, the Hospital will review the list of employees requiring permanent accommodation for the purposes of determining individual employee suitability for the position and will contact them if appropriate in the circumstances.

ARTICLE 12: SENIORITY, PROMOTION AND STAFF CHANGES

Where qualified, and except where expressly provided otherwise herein, seniority is preference or priority for promotion, demotions, layoffs, transfers and re-hirings and all other matters measured by length of seniority with the Hospital. When seniority governs, the most senior applicant will be selected.

ARTICLE 13: WAGES

13.1 Payment of Wages

Employees shall be paid by direct bank deposit on a bi-weekly basis. Their pay will include all earnings in a given applicable pay period.

13.2 Recognition of Related Experience

If it wishes, the Hospital may at its own option recognize recent related experience and hire employees at a rate higher than the minimum rate.

13.3 Wage Rates

All employees, coming within the scope of the Bargaining Unit shall be paid wages according to Schedule "A" which is attached hereto and forms a part of this Agreement.

13.4 Posted to a Higher Paying Classification

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

13.5 Posted to a Lower Paying Classification

An employee who successfully posts into a lower paying classification within the bargaining unit shall be placed at the same step in the new salary range with no adjustment to her grid increase date.

ARTICLE 14: JOB POSTING

14.1 Modified Duties

Where the duties of a position are modified on a temporary or permanent basis to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this Article.

14.2 Posting Length

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days.
- b) Temporary vacancies that are expected to exceed three (3) months will be posted for a period of seven (7) consecutive calendar days.

- c) Temporary vacancies that are expected to be less than three (3) months may be filled at the discretion of the Hospital.

14.3 Vacant Positions

The Hospital shall post permanent vacancies within six (6) months of the position becoming vacant, or such longer period as agreed by the parties, unless the Hospital provides written notice to the Union of its intent to eliminate the position.

14.4 Posting Information

The posting shall stipulate the qualifications, classification, rate of pay, department, site, shift and the job requirements as determined by the Hospital.

14.5 Applications to Postings

Employees may apply for posted vacancies by written application including relevant qualifications.

14.6 Filling Vacancies

- a) Employees, if qualified, shall be selected in accordance with the criteria outlined in Seniority, Promotions and Staff Changes Article.
- b) The Hospital agrees that it will give internal applicants primary consideration by assessing the skills, qualifications and experience relative to the selection criteria established for the job before proceeding to consider the applications of external candidates.
- c) The Hospital will outline to the employees selected to fill such vacancies and to the Union, the circumstances giving rise to the vacancy.

14.7 Unsuccessful Applicants

Unsuccessful applicants for a posted position shall be notified in a timely fashion by the Hospital. At the request of the employee, the Hospital will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

14.8 Resulting Vacancies

The vacancy resulting from the posting may be filled on a temporary basis until the trial period is complete.

14.9 Probationary Period Employees

Probationary period employees need not be considered for subsequent vacancies that are outside of their current classification during the term of the probationary period except where there are no other qualified applicants from within the bargaining unit.

14.10 Returning to Former Position

Where an employee is selected to fill a temporary vacancy pursuant to this Article the Hospital will return the employee to her former position upon completion of the temporary vacancy, unless the position has been discontinued, in which case the employee shall be given a comparable job to that of the former position.

14.11 Employees Filling Temporary Full-time Vacancies

Where an employee is selected to fill a temporary full-time vacancy of more than three (3) months duration pursuant to this Article, the employee shall not be considered for any other temporary vacancies for the duration of her current temporary position except where there are no other qualified applicants from within the bargaining unit.

14.12 Employees Filling Temporary Part-time, Pro-rated or Casual Vacancies

Where an employee is selected to fill a temporary part-time, pro-rated or casual vacancy pursuant to this Article, the employee shall not be considered for any other temporary vacancy for the duration of her current temporary position except under the following circumstances:

- a) The expected end date of the new position is at least 3 months later than the expected end date of her current temporary position and date; and,
- b) It is expected that she can be replaced in her current temporary position from within the bargaining unit with a candidate who has previously worked in the classification and requires only orientation to the available job routine.

ARTICLE 15: PROBATIONARY PERIOD

15.1 Probationary Period

The probationary period applies only to employees who have been hired to fill a permanent vacancy or who have transferred from temporary to permanent status.

Subject to employee status as defined under the Definitions Article, newly hired employees shall be considered on probation for a period of sixty (60) days worked for full-time employees or four hundred and fifty (450) hours worked for part-time or casual employees calculated from the last date of hire. This period may be extended in extenuating circumstances with the agreement of the Hospital, the Union and the Employee.

Employees transferring from temporary to permanent status in a classification in which they have not previously worked shall be considered on probation for a period of sixty (60) days worked for full-time employees or four hundred and fifty (450) hours worked for part-time, pro-rated or casual employees calculated from the day on which they commenced work in the new classification.

15.2 Rights during Probationary Period

During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except in respect to discharge, layoff, recall or promotion. The employment of such employees may be terminated at any time during this probationary period without recourse to the grievance procedure subject to the provisions of the *Human Rights Act*.

15.3 Seniority after Probationary Period

After completion of the probationary period, seniority and benefit credit shall be effective from that last date of hire.

ARTICLE 16: TRIAL PERIOD

The Trial Period applies only where an employee has posted into a permanent new position. Temporary employees who post into a permanent new position are subject to probationary period as outlined in the Probationary Period article.

In the matters of promotion and staff transfer, upon demonstrating that she meets the selection criteria established for the job, the successful bargaining unit applicant shall be subject to a trial period of up to thirty (30) working days, (or 225 worked hours) during which the Hospital will determine if the employee can satisfactorily perform the job. This trial period may be extended with mutual consent of the Union and the Hospital. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied without loss of service, seniority or benefit credit. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed. If the employee is returned to her former position she shall be informed of the reasons for such return. In the event of a temporary employee whose status was changed to that of permanent part-time, permanent pro-rated or permanent full-time the employee's employment may be terminated by the Hospital within this trial period without recourse to the grievance procedure.

ARTICLE 17: HOURS OF WORK

17.1 Normal Hours of work for Full Time Employees

- a) The working day for an eight (8) hour shift shall consist of seven and one half (7 ½) hours per day, not including a total of .5 hour unpaid meal period.
- b) The working day for a twelve (12) hour shift shall consist of 11.25 hours per day not including a total of .75 hour unpaid meal period.
- c) Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves her work station until the time she returns to her work station, in each half of a full shift, at a time to be determined by her Manager or their designate. Twelve (12) hour shifts shall be allowed a total of .75 hour paid rest period.
- d) When an employee performs authorized overtime work of at least three and three quarter (3 ¾) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

17.2 Normal Hours of Work for Pro-rated Employees

- a) The normal hours of work for all pro-rated employees will be more than 24 hours per week but less than 40 hours per week (including unpaid meal breaks). Such normal

hours will be of a regular, scheduled bi-weekly total as opposed to a variable/call-in total on a bi-weekly basis.

- b) Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves her work station until the time she returns for each three and three-quarter (3 $\frac{3}{4}$) hours worked, at a time to be determined by her Manager or their designate.
- c) Employees will be allowed an unpaid half (1/2) hour meal break in accordance with the *Employment Standards Act*.

17.3 Normal Hours of Work for Part Time Employees

- a) The regular hours of work for all part-time employees shall not regularly exceed twenty-four (24) hours per week, except in cases of emergency.
- b) Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves her work station until the time she returns, for each three and three-quarter (3 $\frac{3}{4}$) hours worked, at a time to be determined by her Manager or their designate.

17.4 Minimum Hours of Work

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received two (2) hours prior notice not to report for work.

This shall not apply to part-time employees working less than seven and one half (7 $\frac{1}{2}$) hours per day. Such employees shall receive a pro-rated reporting pay.

17.5 Call In Less than 2 Hours Notice

Where an employee is called in to work a regular shift with less than two (2) hours notice prior to the normal shift time:

- If the employee arrives within one (1) hour of the commencement of the shift, the employee will be paid for a full shift provided that the employee works until the normal completion of the shift.
- In the event the employee is unable to commence the shift within one (1) hour due to extenuating circumstances, manager's discretion will be applied to determine payment for a full shift.

17.6 Master Shift Rotation

For employees working shifts, the basic time rotation will not be changed except by mutual agreement of the Union and the Hospital.

17.7 Request for Permanent Assignment

When members request an assignment to either permanent evening or night shifts, the Hospital, at its discretion, may effect the change within a reasonable period of time.

ARTICLE 18: SCHEDULING

18.1 Posting of Schedules

Time schedules will cover a four (4) week period and will be posted two (2) weeks in advance.

18.2 Work on Scheduled Day Off Full Time Employees

All time worked on a scheduled day off will be paid at the rate of one and one half (1 ½) times the regular rate of pay, exclusive of shift premium, for every hour worked, or one and one half (1½) hours off for every hour worked. The decision whether time will be taken or paid must be made by the employee before the end of the pay period in which the overtime was worked. If the employee fails to notify the Hospital of her preference, overtime payment will be made. The Hospital shall attempt to schedule time off at a period mutually convenient to the Hospital and the employee, but in any case, time must be taken within a period of six (6) months of the pay period in which the overtime was worked failing which the employee will be paid for the overtime earned. No overtime is to be worked unless pre-authorized by the Manager or their designate.

18.3 Exchanging Shifts

Exchange of shifts or days between two consenting employees working in the same program unit/department may be granted by the Hospital if a "Request Form" stating dates, shifts involved, and signed by both individuals is submitted in advance to their Manager or their designate for approval. It is understood that such exchange does not involve over-time payment as applied elsewhere in this Collective Agreement. In all instances, shift exchanges must be of the same time duration. (i.e. hour for hour).

18.4 Weekends Off

The Hospital will provide at least four (4) weekends off in eight (8). If an employee works her scheduled weekend off she will be paid one and one half (1½) times the basic rate for the hours worked, save and except where:

- 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 duty; or
- c) Such weekend is worked as a result of an exchange of shift with another employee.

18.5 Time Off for the Holiday Season

The Hospital shall endeavour to schedule an employee off for a minimum of three (3) consecutive days at Christmas or New Year's, unless the employee does not so wish. For purposes of this schedule, Christmas will be defined as December 24, 25, and 26; New Years as December 31 and January 1. The normal scheduling provisions shall be waived between December 15th and January 15th to accommodate this special arrangement. Time off for Christmas and New Year's shall be posted by November 25th.

18.6 Regular Days Off

- a) The following clause is applicable to full-time and pro-rated employees only working 8 hour shifts

An employee will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

If an employee is required to work on an eighth (8th) consecutive day, she will be paid time and one-half (1 ½) for all hours worked on the 8th and 9th consecutive shifts unless the employee has requested to work.

- b) The following clause is applicable to full-time and pro-rated employees only working 12 hour shifts

An employee will not be scheduled to work more than three (3) consecutive 12 hours shifts, without their consent.

If an employee is required to work on a fourth (4th) consecutive shift, she will be paid time and one-half (1½) for all hours worked on the fourth (4th) and subsequent consecutive shifts unless the employee has requested to work.

- c) If, in developing the master rotation, it is impossible to find a schedule to comply with this language, the parties will meet to discuss the issue prior to implementation.

18.7 Time Off Between Shift Changes

- a) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the shift is changed following night shift.

- b) Failure to schedule forty-eight (48) hours off when a shift is changed following night shift will result in the employee being paid at the rate of one and one-half (1½) for the first shift of the new schedule.

18.8 Evening/Night Shift Rotation

An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on the evening or night shift. At least an equal number of weeks on days as on the evening and/or night shifts shall be scheduled unless there is mutual agreement to waive the above conditions. An employee will not be required to work day, evening and night shifts in any one week.

18.9 Weekend Shift Rotation

It is understood for those employees who normally work rotating shifts that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday shift to the commencement of the Monday shift.

18.10 Double Shift

- a) When required to work a double shift where the total exceeds thirteen (13) hours, either the hour prior to the start of the overtime shift or the hour at the end of the overtime shift shall be given off without loss of pay.
- b) An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for the second shift, and shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two (2) hours, receive a half (½) hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.

18.11 Flexible Hours

Flexible hours of work, or flextime, is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Hospital's services. In this Article flextime refers to flexible starting and finishing times while maintaining standard hours of work on a daily basis.

a) Implementation, Written Requests and Terms

Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Hospital. A written request for flexible hours of work shall not be unreasonably denied. Operational requirements will be the determining factor in the decision to enter into flexible hours arrangements. The terms of the flex-time arrangements shall be in writing and can be discontinued by either party with reasonable notice.

b) Existing Flextime Arrangements

Existing flex-time arrangements shall be continued but are subject to review and discontinuance by either party as per (a) noted above.

c) When an employee who works flexible hours leaves that position, the hours of work shall revert to the regular hours of work prior to the flex-time agreement.

ARTICLE 19: TECHNOLOGICAL CHANGE

19.1 Notifying the Union

The Hospital undertakes to notify the Union as far in advance as possible and in any event no less than four (4) months prior to any technological changes which the Hospital has decided to introduce which will change the employment status of members of the bargaining unit.

19.2 Discussing Effects with the Union

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, on employees concerned.

19.3 Where New or Greater Skills are Required

Where new or greater skills are required than are already possessed by individual employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital will assume the cost of tuition and travel if required. There shall be no reduction in wage, salary rates or benefit entitlement during the training of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 20: JOB CLASSIFICATIONS

20.1 Job Descriptions

All new and amended bargaining unit job descriptions shall be provided to the Union.

20.2 Changing Job Content / Establishing New Classification

If, during the term of this Agreement, a new classification in the bargaining program unit/department is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established.

20.3 Notifying the Union

The Hospital agrees to forward a copy of the job description and the salary range to the Union before the position is posted.

20.4 Appropriate Rate of Pay

If so requested, the Hospital agrees to meet with the Union to allow representations with respect to the appropriate rate of pay.

20.5 Grievance Process

Grievances relating to the establishment of new classifications or rates of pay shall be filed at Step 2 in accordance with the timelines set out in Grievance and Arbitration Article of this Agreement.

20.6 Arbitration Award - Retroactivity

Any change in the pay rate established by the Hospital, either through meetings with the Union or by a Board of Arbitration, shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 21: EMPLOYEE FILES

21.1 Access to File

An employee may have reasonable access to her complete file for the purpose of reviewing their contents. Appointments shall be made in advance through the Human Resources office. All employees have the right to request and obtain copies of any evaluations conducted by this Hospital and any disciplinary letters of reprimand, suspensions, or record of other disciplinary action in this file.

21.2 Removal of Letters

- a) Any disciplinary letter of reprimand, suspension or record of other disciplinary action will be removed from the file of an employee eighteen (18) months following the receipt of such letter or following the disciplinary action being taken provided that the employee's record has been discipline free for eighteen (18) months.
- b) Letters of counsel or Letters of Understanding/Information will be removed from the personnel file of an employee if, subsequent to the receipt of the letter, the employee's record has been free of any additional Letters of Counsel or Letters of Understanding for a period of five (5) consecutive years, and if, at that point in time, there is not discipline on the employee's record.

ARTICLE 22: LEAVES OF ABSENCE

22.1 Short-Term Leaves of Absence

- a. The Hospital may, at its discretion, grant short-term leaves of absence without pay and without loss of seniority or benefit credit to an employee for personal reasons. All requests for such leaves of absence and permission shall be in writing.
- b. Unless the Manager or their designate has a clear indication of the employee's expected return date while on leave of absence, an employee must call her Manager or designate by 1200 hours each day to indicate if they will be returning to work. Such notification must be made during the normal working hours of her Manager or their designate.

22.2 Long-term Leaves of Absence

For leaves of absence greater than thirty (30) days, the employee will notify her Manager or designate with a minimum two (2) week's prior notice of her anticipated date of return.

22.3 Self Funded Leaves

Effective November 18th 1990, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the INCOME TAX REGULATIONS, Section 6801, to enable them to take one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Manager or their designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined by local negotiation. The year, for purposes of the program, shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Employee and the Hospital.
- d) Written applications will be reviewed by the Manager or their designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at discretion of the Hospital.

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

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

22.4 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) The service requirements for eligibility for maternity leave shall be thirteen (13) weeks of continuous service since her last date of hire.
- c) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- d) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- e) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

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

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

The following clause is applicable to full-time and pro-rated employees only

- f) Credit for seniority and benefit credit shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. The Hospital will continue to

pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The following clauses are applicable to part-time employees only

- g) Credit for seniority and benefit credit shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- h) The Hospital will continue to pay the percentage in lieu of benefits and its share of the contributions for pension, in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.
- i) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay.

22.5 Parental Leave

- a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- d) An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.
- e) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other

earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of employment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he/she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his/her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

The following clauses are applicable to full-time and pro-rated employees only

- f) Credits for seniority and benefit credit shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

The following clauses (h) and (i) are applicable to part-time and casual employees only

- h) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to thirty-five (35) weeks while the employee is on parental leave. The Hospital will register these benefits with the Employment Benefit Plan.
- i) Credits for seniority and benefit credit shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave.
- j) Subject to any changes to the employee's status which would have occurred had he/she not been on parental leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

22.6 Educational Leave

- a) If required by the Hospital, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

- b) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- c) Subject to operational requirements, the Hospital will make every reasonable effort to grant request for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.
- d) Attending a Course/Program over a Weekend or on Day Off

An employee who requests to attend a course or professional development program that is directly related to her work, over a weekend or on a regularly scheduled day off, shall receive time for time at the discretion of her Manager or their designate. In order to claim such time off, the employee must obtain prior approval and shall provide her Manager or their designate with evidence of the nature, location, duration and attendance at the educational program. Such time off shall be taken at a mutually agreed time.

- e) Attending a Course Outside Regular Scheduled Hours

When an employee is required by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be given equivalent time for all time spent in attendance on such courses, including travel time. Such time off shall be taken at a mutually agreed time.

22.7 Bereavement Leave

- a) Granting Bereavement Leave:

In the event of a death in the immediate family of an employee covered by the Agreement, the Hospital agrees to grant time off and to make up the employee's regular pay (computed at the employee's straight time rate and excluding shift or other premiums). The number of days for which the employee will be paid will be limited to a maximum of three (3). The days for which the employee will be paid will be limited to those days for which the employee was scheduled to work. The calculation of the number of scheduled working days for which an employee will be paid will be from the day following the death of the member of the immediate family and up to and including the day of the funeral. The said paid time off is in order that the employee attend the funeral.

Time off without pay to attend the funeral of other close relatives may be granted.

- b) Definition of Immediate Family:

Immediate family shall mean parent or legal guardian, brother, sister, spouse, common-law spouse, partner of the same sex, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides. Immediate family and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

c) Where Notification of Death is Received While At Work:

When an employee is notified at work of a death in her immediate family she shall receive full pay for that day. The following day shall be considered to be the first day of bereavement leave.

d) Attending Memorial Services:

When a memorial service is to be held for a member of the immediate family, an employee may use one of the three days in the above article in order to attend the service.

e) Related Family Member:

An employee who would otherwise have been at work shall be allowed one (1) day leave for absence with pay in the event of the death and to attend the funeral of her aunt, uncle, niece or nephew.

f) Spreading Bereavement Leave

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

g) The portion of the employee's vacation, which is deemed to be bereavement leave, will not be counted against the employee's vacation credits.

22.8 Jury Duty

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

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

22.9 Family Medical Leave

Employees will be entitled to Family Medical Leave in accordance with the provisions of the *Employment Standards Act*. The provisions of this article are intended to be consistent with the provisions of the *Act* and are therefore, subject to change accordingly.

In accordance with the provision of the *Employment Standards Act*, an employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to: the employee's spouse, a parent, step-parent or foster parent of the employee, a child, step-child or foster child of the employee or the employee's spouse or any person prescribed as a family member in the current *Employment Standards Act* if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed by the *Act*.

The employee may not remain on leave under this Article after the earlier of the following dates: the last day of the week in which the individual described dies or the last day of the eighth (8th) week of the leave.

22.10 Emergency Leave

Employees will be entitled to Emergency Leave in accordance with the provisions of the *Employment Standards Act*. The provisions of this Article are intended to be consistent with the provisions of the *Act* and are therefore, subject to change accordingly.

In accordance with the provision of the *Employment Standards Act*, an employee is entitled to a leave of absence without pay for a total of ten (10) days each calendar year for Emergency Leave. The following conditions shall apply:

- a) The Hospital may request evidence reasonable in the circumstances that the employee is entitled to leave.
- b) If an employee takes any part of a day as Emergency Leave, her Manager or their designate will deem the employee to have taken one day's leave on that day.
- c) An employee wishing to take Emergency Leave must advise her Manager or their designate that they will be taking such leave.
- d) An employee may elect to use available credits for such leave and must advise her Manager or their designate of her intent to do so.
- e) Should the employee need to begin this leave prior to advising her Manager or their designate, they will advise her Manager or their designate as soon as possible after commencing the leave.
- f) During such leave, an employee will be allowed to continue their participation in each type of benefit plan unless they specify in writing that they choose not to do so.

- g) During such leave, the Hospital shall continue to make the Hospital's contributions for any benefit plan unless the employee indicates in writing that they choose not to participate.
- h) Emergency leave will not be considered an absence for the purposes of the Hospital's Attendance Management Program.

22.11 Service, Seniority and Benefits While on Leave

The following article is applicable to full-time and pro-rated employees only

a) Unpaid Leave

- (i) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere shall be suspended. The benefits concerned shall be reduced based on the length of absence and the employee's seniority and benefit credit review dates adjusted accordingly.
- (ii) In the case of unpaid approved absences in excess of thirty (30) days, an employee may arrange with the Hospital to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.
- (iii) The vacation entitlement for the vacation year in which the Leave of Absence falls, is calculated on a prorated basis for the length of the leave in accordance with the formula described in the Vacation Article of this agreement.

b) Paid Leave

Credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere shall be retained for those employees who are on one of the following leaves:

- (i) Paid leave of absence; or,
- (ii) WSIB leave; or,
- (iii) Pregnancy Leave as outlined in this Collective Agreement; or,
- (iv) Parental Leave as outlined in this Collective Agreement; or,
- (v) Sick leave (including the Employment Insurance Period); or,
- (vi) Long Term Disability to a maximum of thirty (30) months from the time the absence commenced; or,
- (vii) Family medical leave as outlined in this Collective Agreement.

ARTICLE 23: SENIORITY, BENEFIT CREDIT AND SERVICE

23.1 Recognizing Seniority and Benefit Credit

- a) Seniority will be recognized for all purposes provided for in this Collective Agreement.
- b) Temporary employee seniority and benefit credit will be recognized when they transfer to permanent status.

23.2 Defining "Seniority"

Seniority shall be defined as an employee's length of employment within the bargaining unit from the most recent date of hire as calculated below in the Determining Seniority sub-article.

23.3 Defining "Service"

Service shall be defined as an employee's length of employment with the bargaining unit from the most recent date of hire.

23.4 Defining "Benefit Credit"

The term "benefit credit" is understood to mean the date/hours recognized when determining wage entitlement and vacation entitlements in accordance with applicable collective agreement and legislative requirements. Benefit credit may differ from seniority above, which is determined in accordance with the provisions of the collective agreement alone.

23.5 Determining Seniority

Seniority will be determined as follows:

- a) For Full-time employees, one year equals nineteen hundred and fifty (1950) paid hours. A full-time employee cannot accrue more than 1950 hours in a twelve month period commencing her anniversary date in full-time status.
- b) For Pro-rated employees, one year equals the annual total of their pro-rated hours calculated by multiplying their normal weekly hours by fifty-two (52) weeks. A pro-rated employee cannot accrue more than this annual total in a twelve-month period commencing her anniversary date in the pro-rated position.
- c) For Part-time and Casual employees, one year equals seventeen hundred and twenty-five (1725) hours worked. A part-time or casual employee cannot accrue more than 1725 hours in a twelve month period commencing April 1st to March 31st of the following year.

- d) An employee who changes her permanent status maintains her seniority.
- e) In the event that a temporary employee is retained as a permanent employee, her accumulated seniority, benefit credit and service shall be retained. Benefit credit for the purpose of grid increments and vacation shall be made retroactive to her last date of hire as a temporary employee provided no break in service has occurred and her period of temporary employment shall be applied toward her probation period which shall be reduced proportionately.

23.6 Seniority of Newly Hired Employees

Newly hired employees shall be considered to be on probation for a period of sixty (60) days worked for full time or pro-rated employees or 450 hours worked for part-time or casual employees. If retained after the probationary period, the employee shall be credited with seniority, benefit credit and service from their last date of hire.

23.7 Seniority and Benefit Credit While on leave

Seniority and benefit credit shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) When on annual vacation (applies to full-time and pro-rated employees only); or,
- (b) When in receipt of "Sick Pay Benefits" period of Providence Care's Short Term Sick Leave Plan, and including the period of the disability program covered by Employment Insurance (applies to full-time and pro-rated employees only); or,
- d) When in receipt of Workplace Safety and Insurance Board (WSIB) payments for a period not to exceed thirty (30) calendar months; or,
- e) When on Pregnancy leave subject to the provisions of the Pregnancy Leave Article; or,
- f) When on Parental Leave subject to the provisions of the Parental Leave Article; or,
- g) When On Leave Without Pay and Transferred to a Position Outside Bargaining unit as follows:
 - (i) An employee who is on leave without pay and who is transferred to a position outside the bargaining unit for a period of greater than four (4) weeks and less than twelve (12) months, or such longer period as the parties may agree upon, shall retain but not accumulate seniority held at the time of transfer and will accumulate benefit credit; and,
 - (ii) In the event the employee is returned to a position in the bargaining unit within this time period she shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit; and,

- (iii) Union dues will not be deducted for the period of time an employee is outside the bargaining unit under this Article.

23.8 Seniority List

The Hospital shall maintain a seniority list showing each employee's seniority in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on designated bulletin boards by March 31st and September 30th of each year.

ARTICLE 24: POST RETIREMENT EMPLOYMENT

The normal retirement age shall be the normal age determined by applicable legislation. After consultation with the Union, the Hospital may however, continue to employ, on a three-month to three-month basis, any person after she has attained retirement age, at an occupation which takes into consideration, the ability and physical and mental condition of such person.

ARTICLE 25: DEEMED TERMINATION

An employee shall be deemed terminated and shall lose her seniority and employment:

- a) When she utilizes a leave of absence for purposes other than for which it was granted unless permission for such change has been confirmed in writing by the Hospital.
- b) When she engages in gainful employment of the same nature with another Employer during a leave of absence without the knowledge of the Hospital.
- c) When she resigns.
- d) When she overstays a leave of absence or annual vacation period without providing a reason satisfactory to the Hospital.
- e) When she is absent from work for a period of more than three (3) days off without notifying the Hospital, unless she provides a reason satisfactory to the Hospital.
- f) When she is discharged and not reinstated through the grievance or arbitration procedure.
- g) When she is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.
- h) When she fails to return to work after being recalled from a lay-off within seven (7) calendar days after being notified to do so, unless she gives sufficient reason to the Hospital for her failure to return.

The employment of a temporary employee may be terminated at any time during the temporary employment without recourse to the grievance procedure subject to the provisions of the *Human Rights Act*.

Termination of employment under this Article shall not occur if it conflicts with the *Ontario Human Rights Act*.

ARTICLE 26: PARKING

Prior to any changes in the current rates for parking, the proposed changes will be discussed with the Labour-Management Committee.

ARTICLE 27: SAFETY FOOTWEAR

Effective January 1, 2006, and on that date for each subsequent calendar year, the Hospital agrees to reimburse the cost of safety footwear to a maximum of one-hundred dollars (\$100.00) per calendar year (receipts must be submitted) where the employee is assigned work that requires footwear protection as determined by the Hospital.

ARTICLE 28: ASSIGNING DUTIES

28.1 Assigned to Duties of Higher Classification

When an employee is temporarily assigned the duties of a job with a higher rated classification in the bargaining unit for a period of one (1) full working day or more, the employee shall be paid at the appropriate level of the salary range of the higher classification so that the increase is not less than one full increment in her classification, and such payment will be applicable from the first day of assignment. The maximum rate of the higher rated job increment structure will not be exceeded because of the application of this provision.

28.2 Assigned Duties of a Position Outside Bargaining Unit

Where the Hospital requested and the employee agrees to accept work at a higher classification and outside the bargaining unit for a period of three (3) full working days or more, the employee shall be paid a premium of \$1.75 per hour and such payment shall be applicable from the first day of the assignment. It is understood that this premium shall be paid even where the full scope of duties is not assumed by the employee. Where the full scope of duties is assumed by the employee, the rate of pay shall be determined by management and shall in no case be less than the premium of \$1.75 per hour. This does not supercede any existing agreements for temporary work performed outside the bargaining unit.

ARTICLE 29: PREMIUMS

29.1 Overtime

Overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay, exclusive of shift premium, will be paid for any pre-authorized time worked in excess of seven and one half (7½) hours for those employees working eight (8) hour shifts and in excess of eleven and one quarter (11.25) hours for those employees working twelve (12) hour shifts in any one day. However, no overtime will be given in time or money for time spent beyond regular working hours for educational purposes. No overtime is to be worked unless pre-authorized by her Manager or their designate. Full-time employees shall have the option to bank overtime to be taken at a later time.

29.2 Offering Overtime Shifts

In the event there are time and one half paid shifts on consecutive days on the same unit, the most senior person, according to the dovetail seniority list, working on the unit, and eligible for a time and one half paid shift, will be offered each shift first each time.

29.3 Stand-by

Stand-by is defined as a period of time that is not a regular working period during which an employee is required to keep herself:

- a) Available to receive a call to return to work; and,
- b) Available to return to the workplace within a reasonable period of time to the request.

Where an employee is required to be on stand-by, she shall receive \$3.00 per hour for all hours that she is required to be on-call and \$3.50 per hour for all hours on holidays.

29.4 Call Back

- a) An employee who is called back to perform emergency work outside of and not continuous with her regular scheduled hours shall be paid a minimum of four (4) hours at one and one half (1.5) times her regular rate of pay.

The employee shall have the option of taking the equivalent amount of paid hours as time off. The decision whether time will be taken in lieu or paid must be made by the employee before the end of the pay period in which the call-back was worked. Such time off shall be taken at a time mutually agreed upon by the Manager or their designate and the Employee, however by no later than four (4) months from the pay period in which the call-back was worked. Where the Employee and Manager or their designate are unable to mutually agree upon the scheduling, the Manager or their designate shall assign such time off.

If subsequently called back to work during the minimum period, then only the first minimum guaranteed period shall apply.

A transportation allowance shall be paid equivalent to one (1) hour's pay at straight time for a second and each subsequent call back during the minimum guarantee period.

b) Call Back on Leave

Where an employee is contacted for a call-in shift on a day which was previously granted as an approved paid leave of absence (including vacation day, use of overtime or paid holiday credit) and is required to work, it is understood that the employee's leave credits will be restored and such shift shall be paid at a rate of 1.5 times their normal rate of pay.

Where an employee is contacted for a call-in shift on a day which was previously granted as a paid education day, and is required to work, it is understood that such shift will be paid at their normal rate of pay and they may submit a new request for education leave subject to the normal approval process.

29.5 Second Shift

The provisions of this Article will be applied in accordance with the provisions of the *Employment Standards Act*.

Pay at the rate of one and one half (1 ½) times regular pay will be paid to employees for a second shift as follows:

- a) For eight (8) hour shifts, when an employee is required to report for duty less than 16 hours between regular shifts (excluding overtime worked between said shifts).
- b) For twelve (12) hour shifts, when an employee is required to report for duty less than 12 hours between regular shifts (excluding overtime worked between said shifts).
- c) An employee may submit a letter to their manager indicating her agreement to be called in for work with no less than 8 hours between a 4 or 5 hour shift and an 8 hour shift (excluding overtime worked between such shifts) at straight time.

Where an employee has submitted a letter to their manager as outlined above and is called in to work with less than 8 hours between a 4 or 5 hour shift and an 8 hour shift (excluding overtime worked between such shifts), such employee shall be paid at a rate of one and one half (1 ½) times regular pay for the second shift.

Where an employee has not submitted a letter to their manager as outlined above and is called to work with less than 16 hours between a 4 or 5 hour shift and an 8 hour shift (excluding overtime worked between such shifts), such employee shall be paid at a rate of one and one half (1 ½) times regular pay for the second shift.

It is understood that such payment shall not apply where:

- (i) Such second shift is scheduled for an employee to satisfy specific shifts off requested by the employee; or,
- (ii) The employee has requested to work the second shift; or,
- (iii) Such second shift is scheduled as the result of an exchange of shift with another employee in accordance with the Exchanging Shifts Article.

29.6 Evening, Night and Weekend Shifts

Except for schedules established by mutual agreement between the Hospital, the Union and the affected employees, employees shall be paid, effective January 1, 2009:

- a) A shift premium of \$1.30 per hour for each hour worked between 1500 hours and 2300.
- b) A shift premium of \$1.55 per hour for each hour worked between 2300 and 0700 hours of the next day.
- c) Notwithstanding (a), where an employee's hours of work are normally a day shift, the employee shall not be entitled to receive a shift premium for hours between 1500 and 2300.
- d) Employees shall receive an additional weekend premium of \$1.70 per hour for all regularly scheduled hours worked from 2300 hours Friday until 2300 hours Sunday.

29.7 Group Lead Premium

Where an employee is delegated a Group Lead by her Manager or their designate to delegate and oversee the routine operational activities of the program unit/department, the employee shall receive a premium of forty cents (\$.50) per hour for each hour designated as Group Lead.

29.8 In-Charge

Where an employee is delegated In-Charge responsibilities by her Manager or their designate to perform specific management decision-making responsibilities on behalf of management, the employee shall receive a premium of seventy cents (\$.70) for each hour designated as In-Charge.

29.9 Pyramiding

It is agreed that there shall be no pyramiding of overtime pay nor of any premium pay. The maximum pay an employee may receive is two and one half (2½) times her basic straight time pay for work on a paid holiday.

ARTICLE 30: HEALTH AND WELFARE BENEFITS

30.1 Benefit Plan

A copy of all master policies of the benefits for employees represented by this bargaining agent and any subsequent amendments referred to in the Health and Welfare Benefits and Sick and Disability Leave Articles of this agreement shall be provided to the Union.

The Hospital shall provide all new eligible employees with an up-dated benefits information package at the time of being hired.

30.2 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Hospital shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change. The said information will be provided as soon as is reasonably possible.

30.3 Percentage in Lieu of Benefits – Part-time & Casual Employees

The following clause is applicable to part-time and casual employees only

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

For those part-time or casual employees who qualify and who choose to enrol in the pension plan or continue to contribute to the pension plan when transferring from full-time, the percentage in lieu of benefits will be nine percent (9%).

Part-time or casual employees who transfer to temporary full-time positions and who qualify, shall be enrolled in the benefits plan and will have the option of enrolling in the pension plan. Once enrolled in the pension plan, ongoing participation is mandatory. When the employee returns to their part-time or casual position their percentage in lieu of benefits will resume and shall be reduced to nine percent (9%).

A part-time employee who fills a temporary full-time vacancy will be credited with her benefit credit only for the purpose of being applied to the waiting periods for benefits.

The following Articles are applicable to full-time and pro-rated employees only

30.4 Group Life Insurance Premium

The Hospital agrees to contribute one hundred percent (100%) of the cost of Group Life Insurance Premiums.

30.5 Participation in Pension and Group Life Insurance plans

All full-time and pro-rated employees will join the Hospitals of Ontario Pension Plan and the Group Life Insurance Plan in accordance with the terms and provisions of those plans.

30.6 Co-Ordination of Benefits

For Extended Health and Dental Benefits, where an employee and their dependents are insured under another plan, co-ordination of benefits is mandatory and total reimbursement cannot exceed the total amount charged for the allowable expenses incurred.

30.7 Dental Plan

Eligible full-time and pro-rated employees electing to participate in the group dental plan based on the current ODA rates shall be covered thereby on the basis of a contribution toward the monthly premium of seventy-five (75) percent of the monthly premium rate payable by the Hospital and the balance being payable by the eligible employee concerned through payroll deduction. New employees shall be eligible for coverage following the completion of their probationary period and on the basis of the eligibility conditions and the waiting period set out in the dental plan concerned.

Dental Coverage includes: Recall examinations, fluoride treatment and scaling/polishing every six months with complete oral examinations and full mouth x-rays every three calendar years, fillings, space maintainers and prefabricated full coverage restorations. Also included are surgical procedures excluding implant surgery, periodontal services for treatment of gum diseases and endodontic services i.e. root canal and root therapy. For complete details please consult a copy of your current plan summary available from Human Resources.

30.8 Extended Health Care (EHC)

Subject to the carrier's enrolment requirements and to the terms and conditions of the plan the Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital seventy-five (75) percent of the billed premium for an Extended Health Care Plan, the balance of the premium paid by the employee through payroll deduction.

Annual deductibles for plan coverage are \$15.00 (single) and \$25.00 (family), to be paid by the employee. Coverage includes: prescribed drugs, including fertility drugs, preventative vaccines and medicines and diabetic supplies, private room and board in excess of ward accommodation and Private Duty Nursing. Also included are services of

a physiotherapist. Speech Therapist, Psychologist or Massage Therapist to a maximum of \$250/year per practitioner.

Effective January 1, 1991, a hearing aid allowance of a lifetime maximum of \$500.00 per individual. Effective July 1, 2008 vision care will increase to a maximum of \$250 every 24 months. Eye exams to a maximum frequency of one exam in a 24 month period and to a maximum rate of \$50 shall be reimbursed.

For complete details please consult a copy of your current plan summary available from Human Resources.

30.9 Semi-Private

Subject to the carrier's enrolment requirements and to the terms and conditions of the plan, the Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital, one hundred (100) percent of the billed premium for Semi-Private coverage of 100% of the billed cost.

30.10 Continuation of Benefits

Full-time and pro-rated employees age fifty (50) or greater with a minimum twenty (20) years benefit credit, who are terminated due to sickness or accident, shall upon request to the Hospital be entitled to continue full participation in the Extended Health, Dental, and Semi-private plans that the employee was enrolled in prior to the termination until such time as the employee turns sixty-five (65). Such employee shall continue to pay their applicable share in these benefits.

30.11 Early Retirement Benefits

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

Payment of the early-retired employee's share toward the billed premium of the insured benefit plans shall be arranged between the employee and the Hospital, or if possible deducted from her monthly pension cheque.

ARTICLE 31: SICK LEAVE AND LONG-TERM DISABILITY

31.1 Short-term Sick Leave Plan

The following Article is applicable to full-time and pro-rated employees only

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan, referred to as the Providence Continuing Care Centre (PCCC) Short-term Sick Leave Plan as described in the current Hospitals of Ontario Disability Income Plan

(HOODIP) brochure. The current provisions of the PCCC Short-term Sick Leave Plan as appended to this Collective Agreement shall be subject to changes consistent with changes to HOODIP.

There shall be no loss in pay as stated under the short-term component of the HOODIP Plan for the fourth and subsequent periods of illness.

31.2 Long-Term Disability Plan

The following Article is applicable to full-time and pro-rated employees only

The Hospital will pay 75% of the billed premium toward coverage of eligible employees under the long-term disability portion of HOODIP. The employee will pay the balance of the billed premium through payroll deduction.

31.3 Accumulated Sick Credits

a) Pay-out

On termination of employment, with over ten years employment subsequent to January, 1966 and provided two weeks notice of her intention to resign is given in writing, an employee shall receive fifty percent (50%) of her sick credits accumulated prior to the current sick leave plan in cash; such payment not to exceed a maximum of forty-five (45) days. Termination payment of sick time in this Article shall not apply to sick credits accrued prior to January, 1966.

All employee's retiring at age sixty-five (65) with over 10 years of employment from date of employment shall receive fifty percent (50%) of her sick credits accumulated prior to the current sick leave plan in cash; such payment not to exceed a maximum of forty-five days. This will apply only to sick credits accrued after January, 1966.

The parties have agreed to a voluntarily cash out of sick leave credits accumulated prior to the current sick leave plan. The amount of the pay-out shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the employee participated.

b) Use while on WSIB

Where an employee's absence for sickness or accident is compensable by the Workplace Safety and Insurance Board (WSIB), she shall receive the difference between her regular pay and the Board's award, if unused sick credits are available.

31.4 Pay While Awaiting WSIB Payment

The following Article is applicable to full-time and pro-rated employees only

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from WSIB for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan).

Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the WSIB.

If the claim for Worker's Compensation is not approved, the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

31.5 Notification of Sick Absences

Employees will observe the following procedure:

- a) Employees taking ill or suffering an accident during working hours will notify their Manager or their designate, and the Occupational Health Services Department before the employee leaves her duties.
- b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify her Manager or their designate as soon as possible, and in any case, not later than the time at which the employee would normally be required to report for duty.
- c) While on sick leave an employee must call her Manager or their designate by 1200 hours each day to indicate if they will be returning to work, unless her Manager or their designate has a clear indication of the employee's expected return date.
- d) Before returning to work, an employee will notify her Manager or their designate, of her intended return, at least before 1200 hours of the day prior to her return to work. Such notification must be made during the normal working hours of her Manager or their designate. In any event, all employees must report to Occupational Health Service Department upon returning to work.

31.6 Medical Certificates

- a) The Hospital may, if an employee is absent for five (5) consecutive days or more, request that she submit a medical certificate to the Hospital.
- b) The Hospital shall pay for medical certificates they have requested to a maximum of twenty-five dollars (\$25.00) per medical certificate.

31.7 Alcohol or Drug Addiction Treatment

An employee who is under the care of a medical practitioner and who is undergoing treatment for alcohol or drug addiction will, for the purpose of this Article, be considered on sick leave when absent for the purpose of participating in a treatment program. The employee must provide the Hospital with proof of attendance for each occasion when absent.

ARTICLE 32: VACATION

The provisions outlined in the following article became effective March 31, 2006.

32.1 Vacation Entitlement—Full Time and Pro-rated

The following clause is applicable to full-time and pro-rated employees only

Employees will be entitled to vacation with pay based on the length of continuous service as set out below:

- a) An employee who has completed less than twelve (12) months of continuous service in the Hospital as of June 30th in any year shall receive vacation with pay calculated as follows:

$$\frac{\text{Number of full months worked prior to June 30}}{12} \quad \times \quad 2 \text{ weeks' regular hours}$$

- b) An employee who has completed one (1) year or more of continuous service as of June 30th in any year shall receive an annual vacation of two weeks with pay at her regular rate of pay and weekly hours.
- c) An employee who has completed two (2) years of continuous service as of June 30th in any year, shall receive an annual vacation of three weeks with pay at her regular rate of pay and weekly hours.
- d) An employee who has completed five (5) years of continuous service as of June 30th in any year, shall receive an annual vacation of four (4) weeks with pay at her regular rate of pay and weekly hours.
- e) An employee who has completed thirteen (13) years of continuous service as of June 30th in any year, shall receive an annual vacation of five (5) weeks with pay at her regular rate of pay and weekly hours.
- f) An employee who has completed twenty-two (22) years of continuous service as of June 30th, shall receive an annual vacation of six (6) weeks with pay at her regular rate of pay and weekly hours.
- g) An employee who has completed thirty (30) years of continuous service as of June 30th, shall receive an annual vacation of seven (7) weeks with pay at her regular rate of pay and weekly hours.
- h) An employee who has completed thirty-five (35) years of continuous service as of June 30th, shall receive an annual vacation of eight (8) weeks with pay at her regular rate of pay and weekly hours.

32.2 Vacation Entitlement – Adjusting for leaves of absence

For purposes of calculating vacation pay and entitlement the adjustment will be on the following basis:

Subtract the number of calendar days of leave from 365 (366 in a leap year) and then divide the remainder by 365 and multiply by the normal hours over 10 for employees who fall within sub-section (b) of this Article ; by the normal hours over 15 for employees who fall within sub-section (c); by the normal hours over 20 for employees who fall within sub-section (d); and by the normal hours over 25 for employees who fall within sub-section (e); by the normal hours over 30 for employees who fall within sub-section (f); by the normal hours over 35 days for employees who fall within subsection (g); and by the normal hours over 40 for employees who fall within subsection (h).

32.3 Vacation Entitlement—Part Time and Casual

The following clause is applicable to part-time and casual employees only

- a) Effective June 30th in any year, all Part-Time and casual employees shall receive vacation pay to be added to the employee's regular bi-weekly pay cheque on the following basis:
 - (i) less than 3,450 hours worked - an amount equal to four percent (4%) of gross earnings;
 - (ii) more than 3,450 hours worked - six percent (6%) of gross earnings;
 - (iii) more than 8,625 hours worked - eight percent (8%) of gross earnings;
 - (iv) more than 22,425 hours worked - ten percent (10%) of gross earnings;
 - (v) more than 37,950 hours worked - twelve percent (12%) of gross earnings;
 - (vi) more than hours 51,750 worked - fourteen percent (14%) of gross earnings;
 - (vii) more than hours 60,375 worked - sixteen percent (16%) of gross earnings.
- b) Effective June 30th in any year, part-time and casual employees will be entitled to unpaid vacation time off on the basis of hours worked;
 - (i) less than 3,450 hours worked - two (2) weeks;
 - (ii) more than 3,450 hours worked - three (3) weeks;
 - (iii) more than 8,625 hours worked - four (4) weeks;
 - (iv) more than 22,425 hours worked - five (5) weeks;

- (v) more than 37,950 hours worked - six (6) weeks;
- (vi) more than 51,750 hours worked – seven (7) weeks;
- (vii) more than 60,375 hours worked – eight (8) weeks.

32.4 Change in Status

Where an employee's status is changed to full-time or pro-rated status, her vacation pay entitlement as of June 30th in the year of the transitions shall be calculated as follows:

Number of full months worked as full time or pro-rated Employee since transfer	x	Vacation entitlement in accordance with Provision for full time and pro-rated employees as noted above
12		

The employee may, if she chooses, take the vacation entitlement off. However, the amount of pay that the employee receives during the time off is calculated in accordance with the formula provided above.

32.5 Vacation Pay at Termination

a) Termination without Cause

The following clause is applicable to full-time and pro-rated employees only

Upon termination for reasons other than dismissal for cause, an employee shall receive earned vacation pay calculated on a percentage of her regular earnings, that is: 2 weeks entitlement, 4%; 3 weeks entitlement, 6%; 4 weeks entitlement, 8%; and 5 weeks entitlement, 10%; 6 weeks entitlement, 12%; 7 weeks entitlement, 14%; 8 weeks entitlement, 16%.

b) Termination with Cause

The following clause is applicable to full-time and pro-rated employees only

An employee who is dismissed from employment with the Hospital shall receive vacation pay for the period to which she is entitled in accordance with the provisions of the *Employment Standards Act*. If an employee leaves the employ of the Hospital without giving two weeks notice of termination to her Manager or designate, the employee shall be entitled only to vacation pay in accordance with the provisions of the *Employment Standards Act*, as amended.

32.6 Vacation Scheduling

- a) Vacation shall, subject to the efficient operation of the Hospital, or unless otherwise mutually agreed upon be scheduled between January 1st and December 31st of each year.
- b) Employees who for reasons satisfactory to their Manager or their designate have been unable to take all of their vacation entitlement within the vacation year shall be allowed to carry over the excess of the annual vacation entitlement to March 31st of the succeeding year and shall be taken at a time mutually agreed upon by the Manager or their designate and employee. Where the employee and the Manager or their designate are unable to mutually agree upon the scheduling the Manager or their designate shall assign such vacation time off. There shall be no cash-in-lieu of annual vacation.

32.7 Submission and Approval of Vacation Requests

Vacation periods shall be arranged with the employee's Manager or their designate, consideration being given to the needs of the program unit/department in question. An employee shall submit a written request for their vacation on or before April 1st. Where employees within a program unit/department on or before April 1st request the same vacation period(s) and both or all of the requests cannot be accommodated by the Hospital, consideration being given to the needs of the program unit/department in question, then bargaining unit seniority shall apply.

The approved vacation schedule for vacation requests made prior to April 1st will be posted by May 15th. Requests for vacation made after April 1st will be considered on a first- come, first- served basis.

32.8 Vacation Pay Advance

The following clause is applicable to full-time and pro-rated employees only

An employee may be given vacation pay prior to going on vacation provided the employee submits a written request to her Manager or their designate the Thursday before the last input day of the preceding pay period.

32.9 Vacation Interrupted due to Illness

The following clause is applicable to full-time and pro-rated employees only

Where an employee's scheduled vacation is interrupted due to illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, provided that the employee presents a bona fide medical certificate of illness acceptable to the Hospital which sets forth the nature and duration of the illness.

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

The portion of the employee's vacation which is deemed to be sick leave, under the above provisions will be re-scheduled on the mutual agreement of the parties providing that the existing schedule is not interfered with.

32.10 Vacation Interrupted due to Bereavement

The following clause is applicable to full-time and pro-rated employees only

Where an employee's scheduled vacation is interrupted due to bereavement the portion of the employee's vacation which is deemed to be Bereavement leave in accordance with the Bereavement Leave article, will be re-coded as bereavement and vacation credits will be re-stored to their bank.

ARTICLE 33: Paid Holidays

33.1 Recognized Holidays

a) For the purpose of this Agreement, the following shall be recognized as holidays.

New Years Day	Civic Holiday Day
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

If Heritage Day is proclaimed as a holiday, then the "Third Monday in February" holiday shall become the date proclaimed as Heritage Day.

b) Float Holiday

The following clause is applicable to full-time and pro-rated employees only

An employee who completes sixty (60) days worked will be entitled to a twelfth holiday in the form of a floating holiday. Such floating holiday will be given at a time mutually agreeable to the Hospital and the Employee.

33.2 Definition of Holiday Pay

The following clause is applicable to full-time and pro-rated employees only

Holiday pay shall be defined as the amount of straight time pay, exclusive of shift premium, which the employee would have received if she had worked her normal daily working schedule on the holiday in question.

33.3 Qualifying for Paid Holidays

The following clause is applicable to full-time and pro-rated employees only:

- a) In order to qualify for designated holiday pay, an employee must work her last full scheduled shift immediately preceding and her first full scheduled shift immediately following the holiday, unless her absence is due to sickness and the employee presents a certificate of illness which is acceptable to the Hospital if requested.
- b) If such holiday occurs while she is on leave of absence, she will not receive pay for that day.
- c) If a paid holiday is observed during the employee's vacation period or on her regular day off, provided she meets the requirements of (a) noted above, within sixty (60) days after the occurrence of the holiday, she shall receive a day off with pay at her basic straight time rate at a time that is agreeable to the employee and the Hospital.
- d) If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.
- e) When an employee is absent on WSIB and the absence is in excess of 30 days the employee will not qualify for payment of any holiday or holidays that occur during the period of the absence beyond the 30 days.
- f) An employee paid holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled.
- g) If an employee is continuously absent due to an accident or illness which commenced in the thirty (30) calendar days prior to the holiday and including the holiday the employee will qualify for payment if she presents a bona fide medical certificate of illness or disability acceptable to the Hospital if requested.

33.4 Hours of the Paid Holiday

Where the majority of hours worked falls within 2300 hours of the night before the holiday and 2300 hours of the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

33.5 Working on Paid Holidays

(a) The following clause is applicable to full-time and pro-rated employees only

A full-time employee who works on a designated holiday shall receive pay at the rate of one and one half times her basic rate for a full shift, and in addition, within sixty (60) days after the occurrence of the holiday, she shall receive a day off with pay at her basic straight time rate. The lieu day shall be taken at a time that is mutually acceptable to the employee and the Hospital.

If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.

(b) The following clause is applicable to part-time and casual employees only

A part-time employee who works on a designated holiday shall receive pay at the rate of one and one half (1½) times her basic rate for all hours so worked.

33.6 Working on Float Holiday

Where a float holiday has been scheduled and the employee is required by management to work on the float holiday, the employee shall receive pay at the rate of time and one half her basic rate and in addition, within sixty (60) days after the occurrence of the float holiday, she shall receive a day off with pay at her basic straight time rate. The lieu day shall be taken at a time that is mutually acceptable to the employee and the Hospital.

If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.

33.7 Loss of Entitlement to Holiday Pay

The following clause is applicable to full-time and pro-rated employees only

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay, unless excused by the Hospital or unless her absence is due to illness and the employee presents a certificate of illness acceptable to the Hospital if requested.

33.8 Substitution for Paid Holiday

The following clause is applicable to full-time and pro-rated employees only

An employee who submits a written request, with the permission of the Hospital, may substitute another working day for the recognized holiday but work on the recognized holiday in such a case will be paid at straight time only.

33.9 Overtime on Paid Holiday

Where an employee is required to work authorized overtime in excess of her regular scheduled shift on a designated holiday she shall receive two (2) times her regular straight time hourly rate for such authorized overtime.

ARTICLE 34: LAYOFF AND RECALL / EMPLOYMENT STABILITY

34.1

Whereas restructuring of healthcare services is proceeding, the parties are determined to address and minimize the adverse impact of restructuring on employees in the

bargaining unit and agree to the fair and equitable treatment of all employees in the bargaining unit.

34.2

Accordingly, commencing with the ratification of this Agreement the Employer undertakes the following:

- a) Where possible it will utilize attrition as a means of reducing the workforce, if a reduction is deemed necessary.
- b) Where there is a disposition, sale of business, or any other transfer of bargaining unit functions or jobs to the private Sector or Broader Public Sectors, the Employer will abide by the terms and conditions of the relevant labour legislation.

34.3

The Employer and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximize creative approaches that meet the interests of both the Employer and the employees. Accordingly, in the event of such a layoff the Employer will:

- a) Provide the Union with no less than six(6) months notice;
- b) Commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, establish a Redeployment Committee and convene a meeting within two (2) weeks of the date of notice given in a), to jointly evaluate, plan and review:
 - i) the reason causing the layoff;
 - ii) the service the Employer will undertake after the layoff;
 - iii) how the Employer intends to effect the layoff, including areas where layoffs will occur, and which employees will be laid off;
 - iv) ways the Employer can assist employees to find alternate employment;
 - v) ways and means of avoiding or minimizing the impact, including:
 - o identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - o identifying and reviewing ways to address on-the-job retraining needs of employees;
 - o identifying vacant positions within the bargaining unit for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12)

- month period;
- o identifying contracting in opportunities;
- vi) undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and/or open for re-negotiation 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 who are or would otherwise be laid off; and,
- vii) mapping bumping options for affected employees, to the extent possible.

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

34.4 Term “Layoff”

A "layoff" shall include a temporary or permanent discontinuation of work, elimination of a classification, or a reduction in hours of work which results in a change in status for the affected employees.

34.5 Term “Classification”

For the purposes of this provision only, the term “Classification” shall mean the occupations as listed in the attached salary schedule forming part of this Collective Agreement.

34.6 Term “Status”

For the purposes of this provision only, the term “Status” shall refer to definitions of ‘Full-time’, ‘Pro-rated’, ‘Part-time’ and ‘Casual’ as defined in this Collective Agreement.

34.7 Short Term Layoff

In the event of a proposed layoff at the Hospital of a short-term (less than three (3) months), the Hospital will:

a) Notice – Short-Term Layoff:

For short-term layoff provide no less than thirty (30) days notice to the affected employee(s) or pay in lieu thereof, and no less than thirty (30) days notice to the Union, indicating the reasons causing the layoff, the anticipated duration of the layoff and identify the employees likely to be affected. If requested, the parties will meet. Full benefits to be continued during short-term layoff.

b) Distributing Available Work Assignments - Short-term Layoff

For short-term layoff the available work assignments shall be distributed to the most senior incumbents of the classification where operationally feasible provided that they

are capable of performing the available job duties to ensure to the greatest extent possible that the layoff impacts the most junior employee(s).

34.8 Long Term Layoff

In the event of a proposed layoff at the Hospital or long-term nature (three (3) months or longer), the Hospital will:

a) Notice – Long-Term Layoff:

For long-term layoff provide the Union with no less than six (6) months written notice of the proposed layoff; and provide to the affected employee(s), if any, no less than six (6) months written notice of layoff or pay in lieu thereof.

b) Order of Layoff of Bargaining Unit Employees

Employees shall be laid off in reverse order of seniority provided that those entitled to remain on the basis of seniority are qualified to do the work which is available. Temporary employees, then probationary employees, in the affected classification and status and department, shall be laid off first before any full-time or any part-time employees in the affected classification and status and department are laid off. For the purposes of layoff, employees who are working in a temporary position will be subject to layoff from their home position and their entitlements will flow from their home position.

c) Employee Rights

An employee who is subject to a long-term layoff shall have the right to:

- i) Accept the layoff; or
- ii) Displace an employee who has lesser bargaining unit seniority in the same classification and status and department if the employee originally subject to layoff can perform the duties of the position without training other than orientation. If there are no such positions available, then;

Displace an employee who has lesser bargaining unit seniority in the same classification and status in any department if the employee originally subject to layoff can perform the duties of the position without training other than orientation. If there are no such positions available, then;

Displace an employee who has lesser bargaining unit seniority in any classification, status and department if the employee originally subject to layoff can perform the duties of the position without training other than orientation.

An employee who has displaced another employee outside of their original classification shall have the right to the same orientation period as would typically be afforded to a new employee. Such orientation period may commence prior to the anticipated transfer.

Or,

- iii) Elect to transfer to a vacant position which had been posted and which remains unfilled provided that she is qualified to perform the available work; or,
- iv) Opt to receive the separation allowance as outlined in the Separation Allowance Article; or,
- v) Opt to retire, if eligible under the terms of the Pension Plan as outlined in the Early Retirement Allowance Article.

The affected employee shall advise the Hospital of her election under layoff entitlements outlined above within seven (7) days after receiving notice of layoff. If the employee fails to respond within this 7 day period, she will be deemed to have accepted the layoff.

d) Recall

- (i) The job posting provisions shall not apply until all recall provisions have been applied.
- (ii) An employee on layoff status is an employee who has accepted layoff and who has reached the end of their notice period.

(iii) Recalled to Prior Held Position

An employee recalled to work in a different classification and/or status from which she was laid off, or an employee who has displaced an employee in a lower or identical paying different classification and/or status shall be entitled to return to the classification and status she held prior to the layoff should it become vacant, in order of seniority, provided that the employee remains qualified and able to perform the duties. An employee who declines any such offer of recall to her previously held classification and/or status forfeits all recall rights.

(iv) Opportunity of Recall to Permanent Opening

An employee shall have the opportunity of recall from layoff status to an available opening, in order of seniority, providing she is qualified and has the ability to perform the work, before any new employee is hired. An employee who declines any such offer of recall to available openings forfeits recall rights to any future available opening other than an opening to their original classification and status from which she was laid off.

(v) Opportunity of Recall to a Temporary Opening

An employee shall have the opportunity of recall from layoff status to an available temporary opening which is expected to exceed ten (10) days, in order of seniority, provided she is qualified and has the ability to perform the work. An employee who declines any such offer of recall to an available temporary opening may remain on layoff with entitlement for recall. An employee who accepts any such offer of recall to an

available temporary opening shall maintain their entitlement for recall to a permanent position.

(vi) Notifying Employee of Recall Opportunity

The Hospital shall notify the employee of recall opportunity by phone and failing that, by registered mail addressed to the last address on record with the Hospital which notification shall be deemed to be received on the tenth (10) consecutive working day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper telephone number and address being on record with the Hospital.

e) Early Retirement Allowance

(i) Offering Early Retirement Allowance

At the time of issuing notice of long-term layoff pursuant to this Article, the Hospital will offer early retirement allowance to a sufficient number of employees in the same classification and status as the positions declared surplus, to the extent that the maximum number of employees within the classification and status who elect such early retirement offer is equivalent to the number of employees who would otherwise be subject to layoff. Such offers of early retirement allowance shall be made to employees eligible for early retirement under the Hospital's pension plan in order of seniority.

The employee will be given 72 hours post offer of the Early Retirement Allowance and receipt of current HOOPP calculation in which to decide whether to accept such offer.

(ii) Early Retirement Allowance Calculation

An employee who elects early retirement shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of seniority, to a maximum ceiling of fifty-two (52) weeks' salary.

It is understood that such an employee's last day of work shall be the end of the month in which such Early Retirement offer is made.

(iii) Assigning Vacancies created through Early Retirement Allowance offers

Where there are an equal number of affected employees as there are vacancies created through the offering of Early Retirement Allowance as outlined above, employees will be assigned to those created vacancies in order of seniority.

Where there are more affected employees than there are vacancies created through the offering of Early Retirement Allowances as outlined above, the option to be subject to layoff or to be assigned to a created vacancy shall be given in order of seniority to an equal number of affected staff as there are insufficient created vacancies. Remaining employees will be assigned to those created vacancies in order of seniority.

f) Separation Allowance Entitlement

Where an employee has received individual notice of long-term layoff under this Article such employee may resign and receive a separation allowance as follows:

(i) Resigns Within 30 days after receiving Notice of Long-Term Layoff

Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she shall be entitled to a separation allowance of two (2) weeks' salary for each year of seniority to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

(ii) Resigns Later Than 30 Days after Receiving Notice of Long-Term Layoff

Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

g) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six months, an employee who has accepted the permanent layoff and who was unable to displace any other employee in the bargaining unit shall be provided the opportunity of six months retraining in order to fill vacant positions identified by the Redeployment Committee.

- (i) Employees must make application for the positions and must be able to be deemed qualified for the positions selected with the benefit of up to a six month retraining period. Opportunities to fill vacancies outside of the bargaining unit may be offered by the Hospital at its discretion.
- (ii) The Hospital and Union shall cooperate so that employees who have received notice of permanent layoff and who have been approved for retraining under the provisions of this Article, shall have their work schedules adjusted, where operationally feasible, in order to enable them to participate in the retraining. Accordingly, scheduling and seniority requirements may be waived with mutual agreement between the Hospital and Union.
- (iii) Apart from any on the job training offered by the Hospital, an employee engaging in the retraining provisions of this Article shall be granted an unpaid leave of absence not to exceed six (6) months for the purpose of undertaking such retraining.

(iv) Employees who are on such approved leaves of absence for retraining under the provisions of this Article will continue to receive insured extended health and dental benefits.

h) Continuance in Benefits Plan - Employee on Layoff

Employees who are on layoff for up to one year may continue to participate in benefit plans enumerated in Health and Welfare Article, at their request but subject to being allowed by the carrier provided they make arrangements for payment of the full amount.

34.9 Precedence of Employer/Union Agreement

The parties agree that where the provisions of this Article do not address a specific lay off situation, the parties may enter into an agreement concerning layoff and recall provided that the provisions of such agreement are not contrary to the Collective Agreement.

ARTICLE 35: JOB SHARING

35.1 Requests

Job sharing requests of full time positions shall be considered on an individual basis. Such requests for job share shall be made in writing by the full-time employee requesting job share to her Manager or their designate outlining details of the proposed job share arrangement.

35.2 Job Share Agreement

Job share arrangements will be outlined in a Job Share Agreement to be signed by both employees participating in the job share arrangement and approved by the Manager or their designate of the employee requesting the job share arrangement. A Job Share Agreement template is appended to this Collective Agreement and/or available from Human Resources.

35.3 Length

Job share arrangements shall have a maximum duration of four (4) years.

35.4 Total hours

Total hours worked between employees participating in job share arrangement shall equal one (1) full-time position.

In creating the job share components, neither component shall be of pro-rated status; therefore any job share component shall not exceed 24 hours/week or 0.64 FTE.

35.5 Creating and Filling Job Share Components

- a) Any incumbent full time employee wishing to initiate a job share of her position, may request to do so. The employee who has requested the job share arrangement shall be the one to determine the percentage of work per week that she shall retain; such portion of the full-time position will not be posted.
- b) The remaining hours of the job share will be posted and selection will be made in accordance with the Job Posting provisions of this Collective Agreement.

- e) If the employee who posted into the remaining component of the job share arrangement leaves the job share, her job share component will be posted for the remaining duration of the original job share term if the job share originator wishes to continue the job share arrangement. If there is no successful applicant to the position, the shared position will revert to a full time position and will be retained by the original full-time incumbent.
- d) If the employee who initiated the job share arrangement leaves the job share, the job share arrangement shall cease and the position will revert to a full time position and if the full time position is vacated, the full time position shall be subject to the normal posting provisions. The job share partner will return to her previous position.

35.6 Original Home Position

- a) Successful applicants to the posted available job share component shall have her original permanent position posted and filled on a temporary basis for the duration of the job share arrangement.
- b) In applying the Termination, Layoff and Recall provisions of this Collective Agreement, each employee participating in the job share arrangement shall retain the rights to and be subject to termination, layoff and/or displacement from their original home position.

35.7 Schedules

- a) Schedules as outlined in the Job Share Agreement shall conform with the scheduling provisions for full-time employees represented by this Collective Agreement.
- b) Each employee participating in the job share arrangement may exchange shifts with her partner, as well as with other employees in accordance with the Exchange of Shifts provision of this Collective Agreement.
- c) The employees participating in the job share arrangement will have the right to determine which partner will work on scheduled paid holidays. Together, the employees participating in the job share arrangement shall only be required to work the number of paid holidays that a single full-time employee is required to work.
- d) The job sharing employees will be implemented on the 'Call-In' schedule if they so desire according to the Call-In guidelines.

35.8 Coverage of Absences:

- a) *Incidental Illness:* It is expected that both employees participating in the job share arrangement will cover each other's incidental illness, as required. If, because of unavoidable circumstances, one cannot cover the other, the Manager or their designate must be notified to book coverage if required. Employees participating in the job share arrangement are not required to cover for their partner in the case of prolonged or extended absences.

- b) *Vacation and other leaves of less than one month:* In the event that one employee participating in the job share arrangement goes on any of these leaves of absences, the coverage will be negotiated with her Manager or their designate, but it is hoped that the remaining partner would be prepared to cover the leave of absence, to the extent possible.
- c) *Long term leaves of over one month:* In the event that the originator of the job share arrangement goes on a leave (other than vacation) for longer than one month, the job share arrangement will cease and the job share partner will return to their original position and the full time position will be subject to the normal posting provisions. In the event that the job share partner goes on a leave (other than vacation) for longer than one month, the job share originator may elect to discontinue or continue the job share arrangement. In the event that she elects to continue the job share arrangement, the remaining portion of the job share shall be subject to the normal posting provisions.

35.9 Trial Period

The job share agreement will be subject to an initial trial period of six (6) months, with a meeting between the participating employees and their Manager or designate two weeks prior to the end of the six months to discuss continuation of the job share arrangement.

35.10 Discontinuation:

Any party of the job share agreement may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 36: TERMS OF THIS AGREEMENT

36.1 Term

This Agreement shall continue in effect until 31st day of March, 2009, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend, renew or terminate the Agreement.

36.2 Negotiations

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

36.3 Witness

In Witness Whereof, the parties have agreed by the hands of their proper officers in that behalf,

DATED at Kingston, Ontario this _____ day of _____, 2009

FOR THE HOSPITAL:

FOR THE UNION:

Appendix 1 – RE: Recognition and Coverage

RECOGNITION AND COVERAGE ADDENDUM

The parties of this Collective Agreement agree that the following positions are excluded from the bargaining unit represented by this Collective Agreement:

Sisters of Providence of St. Vincent de Paul	Technical Learning Coordinator
Spiritual Care Associate	RGP Program Evaluator
Registered Nurse	RGP Research Assistant
Non Registered Nurse	PC Support Help Desk
Graduate Nurse	IS Applications Specialist
Undergraduate Nurses	IS Administrator
Occupational Health Nurse	Planned Giving & Development Officer
Infection Control Practitioner	Development Assistant
Nurse Clinician	Communications Officer
Clinical Nurse Specialist	Volunteer Coordinator
Nurse Specialist Informatics	Patient Registration Coordinator
Graduate Pharmacist	Lifeguards
Undergraduate Pharmacist	Overnight Sleep Attendant
Graduate Dietician	Patient Assistant
Student Dietician	Payroll Officer
Human Resources Assistant	Payroll Clerk
Human Resources Consultant	Chief Engineer

And in addition, technical personnel, Administrative Assistants/Secretaries to VP Programs, VP Human Resources & Organizational Development, VP and Chief Financial Officer, Chief Development Officer, Administrative Leaders and the corporate Directors of Communications, Quality & Risk Management, Occupational Health and Safety/Infection Control and Training & Organizational Development.

Further, the parties agree that should the positions of Volunteer Coordinator or Patient Registration Coordinator become vacant, the Union would then become the exclusive collective bargaining agent for those positions.

Appendix 2 –RE: Call-in and Summer Vacation Relief

Without Prejudice

LETTER OF UNDERSTANDING

BETWEEN

PCCC - ST. MARY'S OF THE LAKE HOSPITAL site

AND

THE EMPLOYEES' UNION, CNFIU Local 3001

The parties hereby agree to the following:

RE: For Call-in and Summer Vacation Relief

The Hospital agrees that part-time employees will be contacted re: available shifts on the basis of seniority in accordance with past practice. It shall be the employee's responsibility to provide the appropriate office with their current telephone number.

For the period June 15 up to and including Labour Day weekend, the Hospital will schedule part-time employees for hours in excess of 24 hours per week unless an employee has provided written notice to her Manager/their designate that they do not wish to be scheduled for additional hours. A template is available from the Manager.

It is agreed that where a part-time employee is scheduled for extra work during the summer vacation period, the part-time employee shall retain his/her part-time status, regardless of whether the part-time employee is scheduled during the summer vacation for more than twenty-four (24) hours per week.

DATED at Kingston, Ontario this _____ day of _____, 2009

FOR THE HOSPITAL:

FOR THE UNION:

Appendix 3 – RE: Clerical Testing

Without Prejudice

LETTER OF UNDERSTANDING

BETWEEN

PCCC - ST. MARY'S OF THE LAKE HOSPITAL site

AND

THE EMPLOYEES' UNION, CNFIU Local 3001

The parties hereby agree to the following:

RE: Clerical testing

Current employees who apply for clerical/secretarial positions and achieve within 10% of the minimum requirements of any testing required, will continue on to the interview stage.

If, after the interview, the person is the successful candidate, that person will be retested before the end of the probationary period.

If still not successful after the second testing, the Manager or their designate will make a decision as to whether the skill in question is a major component of the job, and if the person is performing well in all other areas. If yes, the person will be awarded the permanent position.

DATED at Kingston, Ontario this _____ day of _____, 2009

FOR THE HOSPITAL:

FOR THE UNION:

Appendix 4 – RE: Unwanted Behaviours

Without Prejudice

LETTER OF UNDERSTANDING

BETWEEN

PCCC - ST. MARY'S OF THE LAKE HOSPITAL site

AND

THE EMPLOYEES' UNION, CNFIU Local 3001

The parties hereby agree to the following:

RE: Unwanted Behaviours

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to the employees. The Hospital Agrees to continue to develop explicit policies and procedures to deal with such situations. Formal complaints shall be initiated with Human Resources.

DATED at Kingston, Ontario this ____ day of _____, 2009

FOR THE HOSPITAL:

FOR THE UNION:

Salary Schedules

Attached:

- Period April 1, 2007 to March 31, 2009
- Period May 28, 2006 to March 31, 2007
- Period April 1, 2005 to May 27, 2006
- Prior Periods September 29, 2000 to March 31, 2005

INDEX

- Accommodation, 19
- Applications, 20
 - Need not be considered, 21
 - Shall not be considered, 21
 - Unsuccessful, 21
- Arbitration, 16
- Assigning Duties, 40
- Benefit Continuation, 45, 61
- Bereavement Leave, 34
- Bulletin Boards, 13
- Bumping Rights, 57
- Call Back, 41
- Christmas Time off, 24
- Committees, 12
 - Grievance, 13
 - Labour Management, 12
 - Negotiation, 12
 - Redeployment, 55
- Contracting Out, 12
- Day off
 - Work On, 24
- Days off, 25
- Deemed Termination, 39
- Definition
 - Casual Employee, 8
 - Classification, 56
 - Employee, 7
 - Full-Time Employee, 7
 - Grievance, 13
 - Immediate Family, 34
 - Layoff, 56
 - Layoff Status, 58
 - Paid Holiday, 53
 - Parent, 32
 - Part-time Employee, 8
 - Pro-rata Employee, 7
 - Related Family, 34
 - RPN, 7
 - Scheduled to Work, 8
 - Seniority, 37
 - Service, 37
 - Status, 56
 - Temporary Employee, 8
 - Weekend, 25
- Dental Coverage, 44
- Discrimination, 9
- Double Shift, 26
- Early Retirement Allowance, 59
- Education Leave, 33
- Employee Files, 28
- Extended Health Coverage
 - Vison, Hearing, 44
- Family Medical Leave, 35
- Filling Vacancies, 21
- Flexible Hours, 26
- Footwear, 40
- Grievance
 - Complaint Step, 14
 - Group, 15
 - Job Classification, 27
 - Policy, 15
 - Special, 15
 - Step 1, 14
 - Step 2, 15
- Group Lead, 42
- Health & Pension Benefits, 43
- Hours of Work, 22
- In Lieu
 - Benefits, 43
 - Vacation, 49
- In-Charge, 42
- Job Descriptions, 27
- Job Share, 61
- Jury Duty, 35
- Layoff, Recall, 55
- Leaves of Absence, 28
- Length of Posting, 20
- Letters on File, 28
- Life Insurance, 44
- Management Rights, 8
- Master Rotation, 23
- Maternity Leave, 30
- Meal Allowance, 26
- Mediation, 16
- Medical Certificates, 47
- Modified Work, 18
- Notification
 - Of Long term layoff, 55
 - Of Long Term Layoff, 57
 - Of Short Term Layoff, 57
 - Return from Absence, 28
 - Sick Absence, 47

Overtime, 41
 On Paid Holiday, 55
 Parental Leave, 32
 Parking, 40
 Pay Advance, 51
 Postings, 20
 Probation, 21
 Seniority, 38
 Purpose, 7
 Pyramidng, 43
 Recall Rights, 58
 Related Experience, 19
 Reporting Allowance, 23
 Retiree Benefits, 45
 Retirement, 39
 Retraining, 60
 RPN Certificate of Competence, 7
 Salary Placement
 Higher paying, 20
 Lower Paying, 20
 Second Shift, 42
 Self Funded Leave, 29
 Semi Private Coverage, 45
 Seniority
 After Probation, 22
 Seniority & Service, 37
 Seniority, Promotions and Changes, 19
 Separation Allowance, 60
 Sheduling, 23
 Shift Exchange, 24
 Shift Premium, 42
 Sick Bank, 46
 Sick Leave and LTD, 46
 Stand-by, 41
 Statutory Holidays, 52
 Strikes & Lockouts, 9
 Technological Change, 26
 Temporary Employee
 Seniority, 38
 Terms of Collective Agreement, 64
 Transportation Allowance, 41
 Treatment Program, 48
 Trial Period, 22
 Union Activities, 10
 Leaves of Absence, 11
 Union Activity & Security, 9
 Union Dues, 10
 Vacation, 48
 Wages, 19
 Weekends off, 24
 Work of Bargaining Unit, 12
 WSIB
 Holiday Pay, 53
 Pay advance, 47
 Seniority & Sevice, 38
 Service, Seniority, Benefits, 37
 Sick credits, 46