

COLLECTIVE AGREEMENT

between

HOTEL - DIEU GRACE HOSPITAL
WINDSOR, ON

and

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

OFFICE AND CLERICAL UNIT

Term of Agreement: April 1, 2009 to March 31, 2012

10506 (07)

FOREWARD

This Agreement resulting from Collective Bargaining between the Hotel-Dieu Grace Hospital, Windsor, Ontario and CAW-Canada and its Local 2458 is for the purpose of producing the most favourable relationship between the employees and the Employer.

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

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ARTICLE 1 - PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain mutually satisfactory employment conditions as set out herein between the Employer and the employees employed within the Bargaining Unit described in Article 2:01 of this Agreement, to secure prompt and equitable disposition of grievances and to maintain good and mutually beneficial relationships between the Employer, the employees employed in the said Bargaining Unit and the Union and to maintain mutually satisfactory hours, wages and working conditions for the above said employees.

ARTICLE 2 - RECOGNITION

- 2:01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Office and Clerical Employees of the Hotel-Dieu Grace Hospital, at Windsor, save and except Supervisors and persons above the rank of Supervisor; secretaries to each of the following: Chief Executive Officer, Vice President, Director of Nursing, Director of Human Resources, and Payroll personnel.
- 2:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union, either individually or collectively, which will or might be interpreted to conflict with the terms and provisions of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 In accordance with the provisions of the Labour Relations Act of Ontario and the Ontario Human Rights Code, the parties agree that there shall be no discrimination against any employee with regard to any term or condition of employment because of race, creed, colour, age, sex, disability, marital status, nationality, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status, or because any employee was or is a Member of the Union or was or is exercising any rights under either of these Statutes or under this Agreement.
- 3:02 Where the term spouse is used in this agreement, it shall also mean same-sex or common-law spouse. It is understood that this clause will be interpreted consistent with the Pension Act of Ontario and the Family Law Act.
- 3:03 The parties are committed to providing a harassment free workplace. To that end, it is agreed that there will be no discrimination by either party or by any of the members covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious

affiliation or any other factor which is not pertinent to the employment relationship.
Ref: *Ontario Human Rights Code*.

- a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap. Ref: *Ontario Human Rights Code, Sec. 5(2)*.
- b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or another employee. Ref: *Ontario Human Rights Code, Sec. 7(2)*.
- c) Every person has a right to be free from:
 - i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. Ref: *Ontario Human Rights Code, Sec. 7(3)*.
- d) A member who believes that she has been harassed or discriminated against contrary to this provision, may file a grievance under article 9 of this agreement or follow the procedure as outlined in the Hospitals' Policy on a Harassment Free Workplace. In the alternative, the employee may pursue the matter through the Ontario Human Rights Commission. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Ref: *Ontario Human Rights Code, Sec. 10(1)*.
- e) The Hospital and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4:01 The Employer shall deduct from each employee within the Bargaining Unit described in Article 2:01 of this Agreement, and from casual employees and temporary employees as set out in Articles 24:05 and 24:06, from the first pay of each calendar month, the monthly dues as are levied by the Union in accordance with its Constitution and By-Laws, which shall be certified to the Employer by the

Business Manager or Financial Secretary of the Union. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes of the Employer to make such deductions.

- 4:02 The dues and initiation fees deducted from all regular employees employed within the Bargaining Unit described in Article 2:01 of this Agreement, and for casual and temporary employees as set out in Article 24, together with a record of those from whom pay deductions have been made, shall be remitted by the Employer to the Union not later than the twentieth (20th) day of each month. Those employees appearing on the record for the first time shall be designated on the record as "NEW".
- 4:03 The Chairperson or designate shall be provided with an opportunity to interview new employees during orientation for a period not exceeding twenty (20) minutes or thirty (30) minutes in the case of the Chairperson interviewing more than one (1) new employee at the same time. The Employer reserves the right to have a representative of the Employer present during any such interview, and such right is recognized by the Union. It is understood that the Employer's responsibility is to ensure that the time designated for an employee's interview is one convenient to the Union, is scheduled during the employee's period of duty at the Hospital, that the employee is notified of the time and place and that the employee's department head is instructed to permit the employee to attend such interview. If after such notification the employee does not attend the interview, the Employer shall not be required to schedule a further interview for that employee.

ARTICLE 5 - NO STRIKE OR LOCK - OUT

- 5:01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock outs during the term of this Agreement. The meaning of the words "strike" and "lock out" shall be as defined in the Labour Relations Act of Ontario.
- 5:02 The foregoing shall be read subject to and in accordance with the provisions of the Labour Relations Act of Ontario and the Hospital Labour Disputes Arbitration Act of Ontario.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

- 6:01 Subject to the provisions of Article 6:02 hereof, and the right of employees to lodge their grievances hereinafter provided, the Union acknowledges that it is the exclusive function of the Employer to operate and manage the Hospital in all respects in accordance with its obligations, and in the interest of it's patients, service to them and the welfare of the community at large, and:

- a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, layoff, recall, schedule work, assign work, to increase or decrease the workforce, discipline and discharge, provided that a claim by an employee that he/she has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein after provided. A probationary employee may be discharged at the sole discretion of the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedure. However, the Union reserves the right to grieve the termination of a probationary employee, if the termination is discriminatory, arbitrary or in bad faith.
 - b) To maintain order, discipline and efficiency; and
 - c) To establish and enforce rules and regulations, in an equitable and reasonable manner.
 - d) To safeguard the health and interests of the patients in the Hospital and the establishment of standards of care and quality.
- 6:02 The Employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable manner and/or in a manner that is inconsistent with the provisions of this Agreement.
- 6:03 The parties agree that any disciplinary action will be imposed upon an employee within fourteen (14) calendar days of the employees' Supervisor or designate being made aware of the incident giving rise to the discipline. The parties further agree to extend such time frame if an active investigation into the incident is on-going.

ARTICLE 7 - REPRESENTATION

- 7:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee comprised of four (4) Employees of the Employer, and union representatives. The Employer shall recognize and deal with said committee with respect to any matters which properly arise for its consideration, provided that each member of the negotiating committee shall have not less than one (1) year's seniority with the Employer. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. There shall be no more than one (1) committee member from any one (1) classification within a department and no more than two (2) committee members selected from any one (1) department.
- 7:02 The Employer acknowledges the right of the Union to appoint or otherwise select six (6) committeepersons and one (1) chairperson to assist employees on all shifts in presenting their grievances to the representative of the Employer. There shall be no more than one (1) committeeperson from any one (1) classification within a

department and no more than two (2) committeepersons selected from any one department.

7:03 The Union acknowledges that the Committeepersons and members of the Negotiation Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. The employee will report to his or her immediate supervisor directly upon completion of the union business.

7:04 It is understood that the committeepersons will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Employer will not deduct pay from such employees for time spent in negotiating with the Employer and in handling grievances of employees:

- a) while negotiating a renewal of the within Collective Agreement as herein provided up to but not including arbitration;
- b) in the case of a rights grievance, up to but not including arbitration proceedings.

It is understood that the foregoing does not apply to time spent on such matters outside of regular working hours. However, if a committeeperson is called to work prior to the start of their shift and/or stays at work past the end of their shift in order to attend a meeting with representatives of the Hospital, all such time before or after the regular shift will be treated as regular time and will paid at straight time.

7:05 Negotiating Committee members who are scheduled on other than day shift shall have their shift changed to "days" for the purpose of attending negotiations. Days upon which negotiations occur shall be considered as days of work for all Negotiating Committee members. Such changes shall not subject the Employer to any premium payment.

7:06 If the chairperson at the time of election or appointment is on the day shift, the chairperson shall have the right to remain on that shift during the term of the Agreement, or for the duration of term as chairperson.

7:07 If in the performance of her duties as Union representative, an employee is required to enter any area within the Hospital, she shall, upon entering such area, immediately report her presence to the immediate Supervisor of the area.

7:08 The Employer agrees to copy to the chairperson any correspondence sent to the Union office dealing with or affecting the Bargaining Unit as a whole, or its members.

7:09 The Employer agrees to retain the Chairperson at work during any lay-offs in employment within the bargaining unit during their term in office.

ARTICLE 8 - SENIORITY

8:01 Until a full time or part time employee has completed a probationary period of sixty (60) working days from the last date of hire into the bargaining unit, she shall be considered to be on a probationary basis.

8:02 During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired Employee. Where the employer has concerns regarding the performance, abilities and suitabilities of the Employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.

The provisions of Article 9 and 11 shall not apply to the discharge of a probationary employee nor shall the provisions of those articles be available to the Union with respect to the discharge of any probationary employee. However, the Union reserves the right to grieve the termination of a probationary employee, if the termination is discriminatory, arbitrary or in bad faith.

8:03 Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing subject to the terms of this Agreement, accruing from the last date of hire into the Bargaining Unit. Seniority shall accrue for full time employees on the basis of one years employment equals one year's seniority.

8:04 Seniority of part time employees will accrue on the basis of one (1) year of seniority for every seventeen hundred and sixty (1760) hours worked. Notwithstanding the foregoing, part-time employees shall receive a maximum of one years seniority credit in each calendar year.

8:05 The Employer agrees to supply to the Union Office, and post on the Union posting board, with a copy to the Chairperson, separate seniority lists of part-time employees and full-time employees within the bargaining unit as of June 30th and December 31st annually within thirty (30) days thereafter. One list shall show the names of the full time employees, their date of hire, their bargaining unit seniority date calculated in accordance with the terms of Article 8:03, and their classification. The other list shall show the names of part-time employees who are regularly employed on a schedule of not less than thirty (30) hours per pay period, their date of hire, their accrued seniority calculated in accordance with the terms of Article 8:04, and their classification.

- 8:06 a) A part time employee transferring to a full-time position shall receive a seniority date calculated by taking his or her accrued seniority based on hours worked at the date of the transfer and calculating backwards from the date of the transfer to a seniority date subject to the maximum of one (1) year of seniority in any calendar year as set out in Article 8:04 herein. Such date shall be calculated on the following basis:

number of hours worked ÷ 1760 hours = number of years of seniority

- b) A full time employee transferring to a part-time position shall take his or her seniority date as a full-time employee, and shall after the date of transfer, accrue seniority based on hours worked as a part-time employee.

8:07 An employee's seniority shall be cancelled and her employment shall be terminated for any of the following reasons:

- a) if the employee quits or retires; or
- b) if the employee is discharged for just cause and her discharge is not reversed through the grievance procedure; or
- c) if the employee has been laid off for a period in excess of thirty (30) consecutive months without being recalled to work by the employer; or
- d) if the employee is absent from work for more than three (3) consecutive working days without providing to the Employer a satisfactory reason for such absence unless the provision of such reason was not reasonably possible; or
- e) if the employee overstays a leave of absence, vacation leave or suspension enforced or granted by the Employer without providing to the Employer a satisfactory reason for doing so; or
- f) if the employee retires; or
- g) if the employee is absent due to illness or injury not covered by the Workers' Compensation Act for thirty (30) consecutive months; or
- h) if the employee is absent due to illness or injury covered by the Workers' Compensation Act for thirty (30) consecutive months; or
- i) if when notified by the Employer to return to work after a lay off, the employee fails to inform the Employer of her intent to return to work within seven (7) days of receipt of notification by telegram or registered mail at the employee's last known address as it appears on the Employer's records. It shall be the responsibility of each employee at all times to keep the

Employer informed of his/her correct home address. For the purpose of this sub-article a returned registered letter is deemed notification as of the date it is returned.

It is understood that Article 8:07 (i) shall not apply to a laid off employee who is offered a short-term temporary assignment and refuses it.

In the case of employees returning to work from illness or injury covered in paragraph (g) and (h) above, the employee must work for thirty (30) continuous days before establishing a new absence period, unless the new absence is due to a new unrelated injury or illness.

- 8:08 It is agreed that casual employees and temporary employees shall have no bargaining unit status, and as such shall not be entitled to any of the seniority privileges outlined in this Article save and except for those described in Article 8:09 below.
- 8:09 Employees of the Employer coming into this bargaining unit after the effective date of this Agreement from non-union positions, positions covered by other unions, or from casual or temporary status will carry any accumulated seniority with them for purposes of vacation entitlement and sick leave accumulations, but will have seniority from date of entry into this bargaining unit for purposes of job posting, choice of vacation time and lay off, subject to the usual probationary period.
- 8:10 Any conflict or grievance having to do with the observation or non-observation of seniority rules as herein set out may be referred to the grievance procedure starting at Step Number 2.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 It is understood that discussions should take place with the Department Head/Supervisor prior to a grievance being filed. Such discussions to be had in an effort to resolve the dispute without the need for a grievance.

It is mutually agreed that grievances of the employees shall be adjusted as quickly as possible. It shall be optional to the Employer to decline to consider any grievance the alleged circumstances of which originated or occurred more than ten (10) working days prior to its presentation or more than ten (10) working days after the employee becomes aware, or should have become aware, of said grievance. The procedure of adjustment of the grievance shall be as follows:

Step 1

An employee or employees having a grievance shall first present it to the Department Head or designate (except with a grievance regarding a job posting for

a vacancy, in which case the grievance shall be presented to the Department Head or designate in which the vacancy had occurred) and may be accompanied by the employee's or employees' committee person, and if requested by either party by the chairperson. The Department Head or designate shall give an answer within five (5) days.

Step 2

Failing settlement under Step 1, within five (5) days of receipt of the answer of the Department Head or designate under Step 1, the matter shall be taken up between the Grievance Committee (which shall be defined as the Chairperson, Vice-Chairperson, one other committee person and a National or Local Representative and the grievor) and the Director of Human Resources, or designate, or such other representative of the Employer as may be designated for that purpose. A decision must be rendered within five (5) days of that time or any longer period that may be mutually agreed upon.

Failing settlement under Step 2, within ten (10) days of receipt of the answer of the Director of Human Resources, or representative under Step 2, the grievance may be referred to arbitration by either party. If arbitration is to be invoked, a written request for arbitration must be given to the other party within ten (10) days after the grievance has been dealt with in Step 2. In the case of a discharge or suspension, if arbitration is to be invoked, a written request for arbitration must be given to the other party within fifteen (15) days after the grievance has been dealt with in Step 2.

9:02 An employee shall have the right to Union representation at any stage of the grievance and arbitration procedures.

9:03 Any time limits referred to in this Article within which any procedure is required to be taken, or notice required to be given, shall be calculated exclusive of Saturdays, Sundays, Statutory Holidays and the aggrieved employee's and Department Head or designates scheduled days off. Such time limits may be extended by mutual agreement between the Employer and the Union.

9:04 Policy Grievance

Where a difference arises between the Employer and the Union, such difference shall be reduced in writing and delivered to the other party. Delivery to the Union shall be effected if made upon the President of CAW Local 2458, and delivery to the Employer shall be effected if made upon the Director of Human Resources or designate. The difference shall be dealt with at a meeting of the Director of Human Resources, or other designate of the employer, and the chairperson and Union Representative or Representatives to be held within five (5) days after delivery, which meeting shall be deemed to be Step 2 of the Grievance Procedure. The difference between the parties delivered by the Union must relate to matters of

policy affecting the employees in the Bargaining Unit. The employer shall respond in writing within seven (7) working days of such meeting.

9:05 Grievances and replies to grievances shall be in writing at all times. A policy grievance must have the words "Policy Grievance" written on it.

9:06 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 with each employee's name identified on the grievance who is involved in the matter to the Department Head or designate, within five (5) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this article shall then apply with respect to the handling of such grievance. It is understood that the group grievance will only apply to those individuals listed on the grievance at the time it is submitted to the appropriate Department Head or designate.

9:07 Notwithstanding the provisions of this article, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) and may extend the time limits for Arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

ARTICLE 10 - DISCHARGE OR SUSPENSION CASES

10:01 The Employer shall not discharge any seniority employee without just cause. The Employer shall direct a letter to the employee concerned, stating its reasons for any discharge or suspension. A copy of the letter of discharge or suspension will be supplied to the Union at the same time. A claim of discharge without just cause must be submitted to the Grievance Procedure in accordance with Article 9 and such filing will be deemed to be at Step 2 of said Grievance Procedure and shall be dealt with as therein provided.

10:02 Discipline Warnings

Whenever the Employer deems it necessary to give an employee a warning which is to become part of that employee's employment record, such warning shall be given to the employee in writing and shall be discussed with the employee personally and privately. However, the employee shall be advised of the purpose of such a meeting in advance, and shall have the right to request the assistance of a committeeperson, or an officer or National Representative of the Union, and the meeting shall then not proceed until one of the foregoing persons is available to be present. The Employer will deliver a letter to an employee being disciplined, setting out the nature of the offence and the discipline being imposed within ten (10) days of the disciplinary

meeting. A copy of such letter will be sent to the Union Chairperson at the same time as it is sent to the employee.

- 10:03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for that eighteen (18) month period.

ARTICLE 11 - ARBITRATION

- 11:01 The parties agree that a sole arbitrator shall resolve all grievances that have been processed to arbitration in accordance with this article and all other provisions referring to an Arbitration Board shall appropriately apply. Notwithstanding the foregoing, if either party wishes to utilize a Board of Arbitration, they shall notify the other party of same and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The Chairperson of the Arbitration Board will be one of the arbitrators on the roster, in rotation.

Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party after the receipt of management's last decision in accordance with Article 9.

The notice shall contain a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) working days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty (20) working days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator.

- 11:02 Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either of the parties may, after exhausting the grievance procedure aforesaid, notify the other party in writing as stated in this Article.
- 11:03 The party requesting arbitration shall notify the other party of its desire to arbitrate and shall at the same time name one person as its appointee to the Arbitration Board.

- 11:04 The recipient of the notice shall, within five (5) days of receipt of same, notify the other party of its appointee to the Arbitration Board.
- 11:05 The two (2) appointees shall, within ten (10) days of the appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairman. If the two (2) appointees fail to agree upon a Chairman within the said ten (10) days, either party may request the Minister of Labour for the Province of Ontario to appoint a Chairman forthwith.
- 11:06 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.
- 11:07 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision of the majority of such Board shall be final and binding upon the parties and any employee affected by it.
- 11:08 The Arbitration Board shall have the power to vary or set aside any penalty or discipline imposed by the Employer relating to the grievance then before it.
- 11:09 Each party shall bear the expense of its appointee and the expense of the Chairman shall be shared equally by both parties.
- 11:10 Any time limits referred to in this Article within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays and Statutory Holidays.
- 11:11 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.
- 11:12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 11:13 A single Arbitrator, if acceptable to both the Employer and the Union, shall have the same power and authority as has been given to an Arbitration Board by the terms of this Article.

ARTICLE 12 - LAY OFF AND RECALL

- 12:01 Prior to issuing a notice of a permanent or long-term lay-off resulting in an individual losing employment, the employer will offer early retirement options in accordance with the following provisions:
- a) the department, classification, and status (full time and/or part time) in

which the lay off is to occur will be identified;

- b) the employer will offer early retirement option(s), as per 12:02, to a sufficient number of employees eligible for early retirement under HOOPP within the department, classification, and status identified for layoff as per 12:01 a) in order of seniority, to the extent that the maximum number of employees within the department, classification, and status who elect early retirement is equivalent to the number of employees who would otherwise receive notice of lay-off;
- c) in the event that an insufficient number of employees accept an early retirement option as stipulated in 12:01 b), the following may occur:
 - 1. If there is another Department that has the same classification and status as the employee(s) identified for lay-off pursuant to article 12:01 a), the employer shall then continue to offer early retirement options to those employees eligible under HOOPP, within the bargaining unit, in the same classification and status as identified in 12:01 a), based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received lay off notices as identified in 12:01 a), or;
 - 2. If there is no other Department that has the same classification and status as the employee(s) identified for lay-off pursuant to article 12:01 a), then the junior employee(s) affected will identify their displacement choices pursuant to articles 12:03 and 12:04 and the Employer shall offer early retirement options to those employees eligible under HOOPP, within the Department, status and classification where the laid-off employee(s) has chosen to displace and one subsequent displacement. The offers will be based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received lay off notices as identified in 12:01 a).
- d) in the event that an early retirement option is accepted by an employee from another department pursuant to 12:01 c) 1), the laid off employee may exercise his/her rights under the collective agreement. If she/he exercises the right to displace, the displacement process will continue until the junior employee in the classification and status of the employee laid off will be identified, and that employee will be transferred to the vacancy created by the early retirement, provided that the employee is qualified and able to perform the work required;
- e) should no employee, or an insufficient number of employees, elect the early retirement option, all probationary and temporary employees employed within the department and classification will be laid off first, irrespective of their status, provided that a seniority employee wishes to accept the

available temporary vacancy, until such time that the number of employees who would have otherwise received lay off notices as identified in 12:01 a) has been achieved;

- f) in the event that the number of employees identified for reduction in 12:01 a) is still not attained after exhausting the provisions of article 12:01 b), c), d) and e), lay off notices will be issued in inverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work;
- g) the affected employee(s) who receive notice of lay off will then be entitled to exercise his/her rights under the collective agreement;

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

- a) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks salary and, in addition, full-time employees shall receive a single lump sum payment equivalent to one thousand (\$1,000.00) dollars for each year less than 65 to a maximum of five thousand (\$5,000.00) upon retirement. Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.
- b) A full-time or part-time employee who is issued a notice of lay-off pursuant to article 12, in addition to the options set out in article 12:03 and 12:04, may elect to resign and be entitled to the following:

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

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

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

entitled to a separation allowance of four (4) weeks salary and, upon production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250.00) dollars.

12:03 a) A full time employee laid off pursuant to the procedure set out herein shall have the option to either take the lay off or displace the least senior full time employee in any department, on the shift of preference of the laid off employee, provided:

(i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,

(ii) the employee to be displaced has less seniority than the laid off employee.

b) if the laid off full time employee is unable to displace a full time employee pursuant to the procedure set out in 12:03 a), the full time employee shall have the option to either take the layoff or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided:

(i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,

(ii) the employee to be displaced has less seniority than the laid off employee.

c) a full time employee displaced through the above procedure shall themselves be able to utilize the procedure.

12:04 a) A part time employee who has been laid off in accordance with the procedure set out above, shall have the option to either take the lay off or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided:

(i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,

(ii) the employee to be displaced has less seniority than the laid off employee.

b) a part time employee displaced through the above procedure, shall

themselves be able to utilize this procedure.

- 12:05 a) In the event that a lay off is expected to be longer than six (6) weeks in duration at least four (4) months written notice will be given to the union. Employees will be provided three (3) months notice of layoff.
- b) In the event the lay off is for a period of less than six (6) weeks in duration the hospital will give two (2) weeks written notice to the employee.
- 12:06 The notice periods referred to in sub-article 12:05 above, shall not be required if the lay off occurs because of emergencies, for example, fire, power failure, act of God, equipment breakdown or any other condition beyond the reasonable control of the Hospital.
- 12:07 Full time employees who displace part time employees pursuant to this Article shall maintain full time benefits for six (6) weeks. Full time employees who displace part time employees pursuant to this Article shall retain the right to be recalled to their previous classification for a period of twenty-four (24) months.
- 12:08 No new employee shall be hired in the department, classification, and status in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall as prescribed by this Article have been recalled to return to work. Where a position becomes available, in a department, classification, and status in which a lay off has occurred employees who retain seniority shall be recalled to the position in the department, classification, and status from which they were laid off or displaced for a period of twenty-four (24) calendar months, in the order of their seniority, provided they have the ability to perform the available work.
- 12:09 In the event that an employee is recalled, the affected employee will be recalled to their original department, status, and classification in inverse order of layoff.
- 12:10 A copy of any lay off notice shall be sent to the union at the same time as it is given or mailed to employees concerned.
- 12:11 The Hospital agrees to meet with the Union on request for the purpose of discussing the method of implementation of a lay-off, recall and early retirement options.
- 12:12 If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when he is able provided he or she produces to the Hospital, medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority. Should the employee upon his return to work displace a junior employee, the notice requirements as specified in sub-article 12.05 shall be waived.

- 12:13 No full time employee within the bargaining unit shall be laid off by reason of his or her full time duties being assigned to one (1) or more part time employees.
- 12:14 EI Record of Employment forms will be furnished to a laid off employee within five (5) days of their last day worked.
- 12:15 In all cases of layoff and displacement, seniority will be calculated as of the original layoff or displacement notice.

ARTICLE 13 - FLU VACCINE

- 13:01 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility thereof from the Medical Officer of health of in compliance with applicable provincial legislation, the following rules will apply:
- (a) Employees, subject to their consent, may be required to be vaccinated for influenza.
 - (b) The Hospital will pay the full incremental cost for the flu vaccine and will endeavour to offer vaccinations during an employees working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
 - (c) The Hospital recognizes that employees have the right to refuse any required vaccination.
 - (d) In the event of an out break of influenza, the Hospital will reassign staff that have not received the vaccination, to appropriate work areas, if possible. If no reassignment is possible, such employee(s) will be deemed to be laid off.
 - (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she/he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
 - (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
 - (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.

- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 14 - LEAVE OF ABSENCE

14:01 Personal Leave

It is mutually agreed that the Employer may grant a leave of absence without pay for legitimate personal reasons to employees covered by this Agreement who have at least one year's seniority. A leave of absence for legitimate personal reasons shall be applied for in writing by the employee to the Director of Human Resources at least two (2) weeks prior to the contemplated commencement of the leave of absence. The requirement of two (2) weeks notice may be waived when, in the opinion of the Employer, such notice is not given due to circumstances beyond the control of the employee applying for the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from her work. It is understood that while an employee is on leave of absence she shall not engage in gainful employment. A leave of absence for legitimate personal reasons shall not exceed a period of three (3) months.

The decision of the employer in rendering or refusing applications for leaves of absence for personal reasons shall not be the subject of grievance proceedings. Upon refusal of an application for a personal leave of absence, the employee will be provided in writing with the reason for the refusal from his/her Department Head or designate.

14:02 Leave for Union Business

- a) It is mutually agreed that the Employer shall grant leave of absence without pay for union business to employees covered by the Agreement. A leave of absence for union business shall be applied for in writing by the union to the Director of Human Resources or designate, and the Union will endeavour to make such written request, no less than two (2) weeks prior to the commencement of the leave. The written application shall indicate the employee(s) on whose behalf the application is being made and the length of such leave. Notwithstanding additional attendances of meetings of the Union's Executive Board, the Union may make application for such leave no more than twice in any calendar year, and the total of any such leaves of absence shall not be for a longer period than fifteen (15) scheduled working days. The Union may request one (1) additional week of leave of absence for the sole purpose of attending educational classes. Not more than three (3) employees shall be eligible for such leave at any one time and of such three (3) employees, not more than one (1) shall be from any one department.

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

- b) An employee who is elected or appointed to office in CAW Local 2458 or as a National Representative, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) years. During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such leave, may be terminated or laid off by the Hospital as required or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement. It is understood that the intent of this article is that it shall apply to only one (1) employee at a time and that the Union will provide adequate notice prior to an employee commencing such leave. In addition, it is understood that any employee so elected or appointed is required to maintain their competence and/or qualifications in the event that they are to return to the workplace.
- c) During such leaves of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

14:03 Maternity Leave

- a) Leave of absence will be granted due to pregnancy pursuant to the provisions of the Employment Standards Act to employees with thirteen (13) weeks of employment. The maximum pregnancy leave is seventeen (17) weeks. The employee is required to give as much notice as possible (minimum two (2) weeks), and include her anticipated return to work date. At such time she shall also furnish the Employer with her doctors certificate as to pregnancy and the expected date of delivery.
- b) Leave of absence will be granted for parental leave pursuant to the provisions of the Employment Standards Act to:
 - (i) an employee who is a natural father;

- (ii) an employee immediately following her pregnancy leave;
- (iii) an adoptive parent.

The maximum parental leave is thirty-five (35) weeks.

- c) The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least four (4) weeks in advance thereof.
- d) Seniority and service will accrue, and the Employer will continue to pay its share of the premiums for benefit plans which the employee elects to continue for a period of up to seventeen (17) weeks for pregnancy leave and thirty-five (35) weeks for parental leave. It is understood the employee will provide the Employer with post-dated cheques to cover the premiums.
- e) Part time employees shall accrue seniority on the basis of calculating the average hours of work during the preceding twelve (12) months or length of employment, whichever is less, and extending this average over the period of such leave.
- f) The employee shall be reinstated when the leave ends to the position the employee held, if it still exists. If the position previously held no longer exists, the employee will exercise her rights under the lay-off provisions.
- g) Supplementary Unemployment Benefit Plan: Effective on confirmation of the appropriateness of the Employers Supplementary Unemployment Benefit (S.U.B.) plan, an employee on maternity leave under this Article who has applied for and is in receipt of unemployment insurance benefits pursuant to Section 30 of the Unemployment Insurance Act shall be paid supplemental unemployment benefits. That benefit will be equivalent to the difference between eighty-four percent (84%) of the employee's regular weekly earnings, being the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the maternity leave, and the weekly rate of unemployment insurance benefits. Such payment shall commence following completion of the two week unemployment insurance waiting period and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that the employee is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan hereby provides that payments 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 this Plan.

The Plan is financed by the Employer, and separate accounting record of benefits paid from the Plan will be kept by the Employer. The Employer will inform in writing the Canadian Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

14:04 Bereavement Leave

- (a) Seniority employees shall be entitled to a leave of absence without loss of pay for up to a maximum of three (3) scheduled working days from and including date of death to and including the day following the date of funeral in the case of death in the immediate family, that is, the death of spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandparent, grandchild, ward, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. For the purposes of this clause, spouse shall mean husband, wife, common-law spouse or partner of the same sex, provided such common-law spouse or common-law partner of the same sex and the employee have co-habited for at least one (1) year or for a shorter period, in accordance with applicable legislation.

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

- (b) In addition to 14.04 (a) an employee may request vacation or unpaid leave and such leave requests will not be unreasonably denied by the Employer. In order to qualify for the foregoing leaves, an employee may be required to submit reasonable proof of death (i.e. Newspaper clipping, printed funeral notice).
- (c) Where a bereavement leave occurs, pursuant to this article, immediately prior to or during an employee's scheduled vacation, the employee will be allowed to substitute the affected vacation days with bereavement days. Such vacation days to be taken at a later date mutually agreed upon between the employee and the employer.

14:05 Jury and Witness Duty

If a seniority employee is required to serve as a juror, or as a witness in a hospital related case, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or as a witness, to be evidenced by production of Court payment, and the pay at the employee's basic rate which the employee would have received if she had not been required to serve as a juror or as a witness and had worked her normal shift, provided that this clause shall not be construed so

as to permit any employee to recover the equivalent of overtime pay. Employees who are scheduled to work weekend, afternoon and/or midnight shifts shall be rescheduled to weekday shifts for the duration of Jury or Witness duty.

To be eligible to receive payment from the Employer, the employee must give the Employer notice of her intention to be absent from work within twenty-four (24) hours of receipt of the subpoena or jury notice except where the employee is unable to do so due to circumstances beyond her control. The employee must also, at the conclusion of her jury or witness duty, obtain a certificate from the court showing the period of her jury or witness duty and she shall deposit this certificate together with evidence of the amount of compensation paid to her, exclusive of traveling allowance, with the Employer's Payroll office.

ARTICLE 15 - SICK LEAVE

15:01 At the commencement of the fourth month of employment, a full time employee shall be entitled to three (3) days' sick leave with pay. Thereafter such employee shall be entitled to one (1) day's sick leave with pay for each additional month of employment during the first year of continuous service with the Employer and thereafter at the rate of one and one half (1-1/2) days per month for each additional month of employment. The phrase "each additional month of employment" shall mean any month in which the full time employee is in receipt of salary payments from the Hospital in an amount equal to fifty percent (50%) or more of her regular monthly salary.

Effective January 1, 2007, part-time employees shall accrue sick leave with pay at a rate of 7.5 hours for every 162 hours worked.

15:02 An employee shall not be entitled to sick leave pay for the first and second days' absence from work during the fourth and successive illnesses in any calendar year of employment. This penalty will be waived if the employee has two and a half (2-1/2) years of seniority and at the time the fourth or successive illness occurs has accumulated twenty-one (21) days' sick leave.

15:03 The unused portion of a full time employee's sick leave entitlement shall accumulate up to a maximum of one hundred and fifty (150) days. The unused portion of a part-time employee's sick leave entitlement shall accumulate up to a maximum accumulation of seventy-five (75) days.

15:04 Absence due to illness or injury compensable by the Workplace Safety and Insurance Board shall not be charged against sick leave credits.

15:05 Upon severance of employment, an employee with the following years of continuous service with the Employer shall be paid her unused portion of sick leave accumulation at the following rate:

Five (5) Years Fifty percent (50%)

15:06 The estate of an employee who dies while in the employ of the Employer and who has at least two (2) continuous years of seniority shall be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in Article 15:05 above.

15:07 The Hospital will have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Hospital shall not be required to pay the employee wages for the time away from work. Upon production of a receipt, the Hospital shall reimburse the employee for the full cost paid by the employee of any medical certificate demanded pursuant to this provision.

Employees will attempt, when possible, to give three (3) days notice of their return to work, to their designated supervisor after an extended illness or injury that exceeds six (6) weeks and /or requires modified duties.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

15:08 A record of all unused illness allowance will be kept by the Employer, and each employee will be advised once a year by May 31st of the amount of sick leave to her credit as of the previous year end.

15:09 Workplace Safety and Insurance Advance

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period or such shorter period as may be agreed to may apply to the Employer to use her accumulated sick leave credits as a W.S.I.B. advance. Payment of such advance shall be equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim were approved, or the amount of her accumulated sick leave credits. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will remain charged against the employee's sick leave credits. If the claim for Workers' Compensation is approved and the monies paid by the Employer are reimbursed to the Employer, the employee will have her sick leave credits used under this provision re-credited to her. Any

payment under this provision will continue until sick leave credits are exhausted or the claim for Workers' Compensation is approved.

To receive a benefit under this Article, the employee must assign the Workplace Safety and Insurance payments to the Employer until the Employer is repaid sick leave credits paid.

The Employer agrees to supply the union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board. If the employee is of the opinion the Form 7 contains errors or omissions, she/he may request a meeting with the Hospital and the Union to be held as soon as possible. If, because of such a meeting, the Hospital and the Union agree that the Form 7 contains errors or omissions, the Hospital will notify the Board of such errors or omissions.

ARTICLE 16 - JOB POSTINGS

16:01 In order to ensure that employees are given the opportunity of applying for interdepartmental transfers and promotions, the Employer agrees to comply with the following procedures:

- a) All permanent vacancies which the Employer is going to fill and/or new jobs which are created within the scope of this collective agreement shall be posted on bulletin boards where all employees may see them and they shall remain posted for five (5) days, exclusive of Saturdays and Sundays and paid holidays.
- b) It is further agreed that applications for job postings received in the Human Resources Department between the hours of 8:00 a.m. to 4:00 p.m. shall be initialled, dated and stamped received, and the applicant shall be given a copy at that time upon her request.
- c) In determining whether any applicant is qualified to fill such vacancy, the Employer will consider the qualifications and ability of the applicant to perform the requirements of the job. When in the judgment of the Hospital, which shall not be exercised in an arbitrary or unfair manner, the qualifications and ability to perform the requirements of the job are relatively equal as between two (2) or more applicants, seniority shall be the governing factor.
- d) The Employer will send to the chairperson of the Union a list of the bargaining unit employees who applied upon a posting, and will indicate the name of the successful applicant. Provided, however, that if no applications to fill such vacancy or new job are received from employees, then the Employer may fill such vacancy or new job in any manner it sees fit. Before hiring outside the bargaining unit, The unsuccessful bargaining unit

applicants will receive a letter indicating the reason they were not successful and such letter will be copied to the Union Chairperson.

- e) It is understood that an employee who is the successful applicant to a job posting pursuant to this article will have forty-eight (48) hours to accept such offer. If the successful applicant to a job posting declines the position, the position will then be offered to the next successful applicant under the provisions of article 16.01 (c). If the second successful applicant declines the position, this process will continue, subject to the terms of this article.

16:02 a) The successful applicant for a posted position will be on a trial period of fifteen (15) days worked. If the Hospital and the employee agree that he or she should stay in such new job, seniority privileges shall transfer with the employee and the procedure set out in sub-articles 8.06 (seniority) shall be utilized if required. In the event that employees revert to their previous jobs at the discretion of the Employer or employee, they shall maintain all the seniority of the previous employment. An employee-initiated reversion will be allowed on one occasion during a twelve (12) month period.

- b) If a successful applicant for a job posting reverts to her previous job under the provisions of Article 16:02(a), the Employer will select a second successful applicant under the provisions of Article 16:01 (c) from among the original applicants for such posting, and if the second successful applicant reverts to her previous job under the provisions of Article 16:02(a), the Employer will re-post the vacancy.

- c) It is further agreed that any bargaining unit employee who has accepted a position or promotion outside of the bargaining unit shall have the same trial period and reversion rights as outlined above. Should such employee choose to revert to her previous position, she shall do so without loss of seniority rights.

- d) An employee who accepts a posted vacancy need not be considered for more than one (1) permanent vacancy every nine (9) months, provided however, that this is not used to prohibit the movement of employees that would result in a change of status for the employee.

16:03 Temporary Vacancies

If a full time temporary position arises that the Hospital intends to fill and is expected to be for a period in excess of three (3) months, and no full time employee is available within the classification in the Department for reassignment, part time employees within the Department in which the leave arose will be offered the temporary full time position on a seniority basis provided they have the competence and skill to perform the work required. Should no part time employee within the Department be available or apply, part time employees within the classification to

be temporarily filled will be offered the temporary full time position, provided they have the competence and skill to perform the work required. Should no part time employee within the Department or classification be available or apply, part time employees within the Bargaining Unit described in Article 2:01 of this Agreement who are interested in temporary full time positions may submit their requests to the Personnel Office for consideration in filling such positions.

Employees who transfer to full time temporary positions as provided for in this Article, shall revert back to their former position at the conclusion of the temporary assignment. If the position previously held no longer exists, the employee will exercise her rights under the lay-off provisions.

16:04 If an employee transfers to another classification in a higher grade, the employee shall be paid at a salary scale one step lower in the grid for the new classification than the corresponding scale from which the employee was transferred for a period of sixty (60) working days, and then advanced through the increment grid as outlined in the collective agreement. If the employee transfers to a classification in the same or lower grade level, the employee shall be put at the same grid level of the previous classification of such employee.

If a transfer is initiated by management, the employee will be put in the new classification at the same grid level.

16:05 Where the schedule of one (1) part time employee in a department equates to a full time position for a period in excess of eight (8) consecutive weeks, and such schedule is not due to vacation, sick leave, or any type of leave of absence, such position will be posted as a full time position.

16:06 Copies of all job postings will be forwarded to the chairperson at the time they are posted.

ARTICLE 17 - UNION NOTICES

17:01 The Employer agrees to provide one (1) locked bulletin board in a mutually satisfactory location for posting notices. Such notices shall be first submitted to Human Resources for approval and no change may be made thereafter by the Employer, Union, or any employee.

ARTICLE 18 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

18:01 Tour of Duty

- a) The normal tour of duty for full time employees shall be composed of seven and one half (7-1/2) consecutive hours per day exclusive of one half (1/2) hour meal period. The regular work week for full time employees shall be thirty-seven and one half (37-1/2) hours exclusive of one-half (1/2) hour daily meal periods, or shall average seventy-five (75) hours exclusive of such daily meal periods during a bi-weekly pay period.
- b) The normal tour of duty for part time employees shall be composed of not greater than seven and one half (7-1/2) consecutive hours per day exclusive of one half (1/2) hour meal period. The regular work schedule for part time employees shall be thirty (30) hours or greater, but less than seventy-five (75) hours averaged over a two week pay period, exclusive of one-half (1/2) hour daily meal periods.
- c) Should the employer require any new shifts for employees, such will be discussed with the chairperson prior to implementation. Any such new shifts shall be a minimum of four hours. Full-time employees shall not be required to work partial shifts.

18:02 Days Off

- a) The regular work week for full time employees will be scheduled to provide for not more than six (6) consecutive days of work without days off. In any bi-weekly pay period, at least four (4) days off will be scheduled; two of these days off will be scheduled consecutively unless otherwise agreed by the full time employee or full-time employees concerned and the Employer.
- b) The regular work week for part time employees will be scheduled to provide for not more than six (6) consecutive days of work without days off, unless otherwise agreed by the part time employee.

18:03 Weekend Rotation

- a) It is the intention of the Employer that the present practice where full time employees are granted every weekend off shall continue. Where operational requirements render the continuation of every weekend off not possible for any employee or group of employees, the Employer shall advise the Union of such, and will meet in consultation with the Union to determine how necessary weekend work will be covered without necessarily increasing the work force. In any event, the Employer guarantees that all full time employees shall be given a minimum of two (2) weekends off in four (4).

- b) Part-time employees shall receive one (1) weekend off in every four (4).

18:04 Rest Periods

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

- a) Shifts greater than or equal to three (3) hours but less than five (5) hours shall have one (1) fifteen (15) minute paid break scheduled during their shift;
- b) Shifts greater than or equal to five (5) hours but less than six (6) hours shall have one-half (1/2) hour unpaid lunch period scheduled during their shift;
- c) Shifts greater than or equal to six (6) hours but less than seven and one-half (7 ½) hours shall have one-half (1/2) hour unpaid lunch period and one (1) fifteen (15) minute paid break scheduled during their shift;
- d) Shifts of seven and one-half (7 ½) hours shall have two (2) fifteen (15) minute paid breaks and one (1) one-half (1/2) hour unpaid lunch period scheduled during their shift.

An occasional loss of an employees' rest period due to an emergency shall not entitle him or her to financial reimbursement or equivalent time off.

18:05 Posted Work Schedules

- a) The hours and days of work of each employee shall be posted two (2) weeks in advance and shall cover not less than a four (4) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off. In any event, it is understood that any change in schedule initiated by the employee and approved by the Employer, or initiated by the Employer and consented to by the employee, shall not result in overtime compensation or payment.
- b) At the time the schedule is posted, hours will be equalized as closely as possible among all of the part-time employees within a classification in the Department.
- c) The Hospital will not schedule split shifts for any employee in terms of breaking up their shift of seven and one-half (7 ½) hours and one-half (½) hour meal period into two (2) or more components.

- d) An individual may request weekend only work in writing and such request will be considered. If the request is granted then it is understood that hours for that individual will not be equalized with the other part-time employees. A request for weekend only work or request to return to regular part-time scheduling need only be considered twice in a calendar year for each individual employee. It is agreed that the Hospital will notify the Chairperson of any request which is granted or denied.

Additional Unscheduled (call-in) Shifts

- e) Where additional shifts become available to be scheduled after (b) above, those shifts will be offered to part-time employees within that classification and department, on the basis of rotating seniority.
- f)
 - (i) After exhausting the part-time employees within the classification and immediate department on a regular straight time hourly rate of pay, the Employer shall offer hours to the Casual employees within the immediate department in accordance with Article 24:05;
 - (ii) Additional shifts remaining available after (i) above will be offered to the employees within the classification within the bargaining unit who have indicated in writing their desire to accept shifts in other departments on the basis of rotating seniority. It is understood and agreed that to be considered for said shifts, employees must have a demonstrated familiarity with the department such that they are able to work said available shifts without training or orientation;
 - (iii) Additional shifts remaining available after (ii) above will be offered to regular part-time employees within the bargaining unit who have indicated in writing a desire to accept shifts in other departments on the basis of rotating seniority. It is understood and agreed that to be considered for said available shifts, employees must have a demonstrated familiarity with the department such that they are able to work said available shifts without training or orientation;
 - (iv) Additional shifts remaining available after (iii) above will be offered to the employees within the classification and immediate department according to seniority at the applicable premium rate of pay in accordance with Article 18:08 (c);
 - (v) It is understood that the procedure above shall not be utilized to cover for inadequate staffing levels within a department. Further, part time employees accepting additional shifts shall under no circumstances be permitted to waive their right to premium pay pursuant to Article 18 of the Collective Agreement.

- g) It is recognized that the Hospital shall not be required to offer any hours of work under (e) above which may result in the payment of overtime premium.

18:06 Minimum Hours Between Shifts

A period of at least sixteen (16) consecutive hours shall be scheduled between each tour of duty or between changes of shift except:

- a) where an employee agrees to a shorter time; or
- b) where a part-time employee works less than a full seven and one half (7 1/2) hour tour of duty on one of the two tours of duty, in which case the period between the tours of duty or between the shifts shall be at least ten consecutive hours.

Failure to provide at least sixteen (16) hours rest between shifts or at least ten (10) hours rest where (b) above applies shall result in payment of overtime at established rates for any hours worked during such normal rest period, unless the employee has agreed to such shorter rest period.

The parties recognize, however, that there is more than one (1) starting time on the second shift (day shift) and if an employee is scheduled to work on a second starting time which is on the day shift and this allows for fourteen (14) hours or more off between shifts, the preceding premium pay provisions in this Sub-Article shall not apply.

18:07 Reporting and Call-In

- a) An employee who is scheduled to work the afternoon shift or the midnight shift but who is unable to report for duty on her scheduled shift shall notify her immediate Supervisor or designate of this fact four (4) hours in advance of the commencement of her scheduled shift except where the required notice was not given due to circumstances beyond the control of the employee. An employee who is scheduled to work the day shift but who is unable to report for duty on her scheduled shift shall notify her immediate Supervisor or designate of this fact as soon as possible in advance of the commencement of her scheduled shift.
- b) An employee who reports for work for which she is scheduled but for whom no work is available shall be paid four (4) hours time calculated at her regular straight time rate of pay.
- c) Notwithstanding article 18:08, where the Hospital requires an employee to attend a meeting or short-term in-service outside of their regularly scheduled

hours, such employee will be paid at his/her straight time hourly rate for all such hours.

18:08 Overtime

- a) If an employee is required to work in excess of seven and one half (7-1/2) hours per day or seventy-five (75) hours in a two (2) week period (both exclusive of daily one half hour lunch periods) the employee shall be paid at time and one half of the employees basic straight time hourly rate. Provided, however, that there shall be no pyramiding of overtime in that an employee shall not be paid overtime pay for working both more than seven and one half (7-1/2) hours per day and seventy-five (75) hours in a two (2) week period. Employees shall not be required to take time off in lieu of overtime unless the employee concerned so requests and arrangement is made for such time off at a time convenient to the employee and the employer. Such time off in lieu of overtime taken by the employee shall be taken on the basis of one and one half (1-1/2) hours off for each hour of overtime worked. An employee shall not be scheduled to work more than six (6) consecutive days.

It is understood that in areas where employees are permitted by the Employer to accumulate overtime, employees are permitted to only accumulate overtime in their own department and the maximum that can be accumulated is 37.5 hours of accumulated overtime. Any overtime hours in excess of 37.5 hours will be paid out. Further, any overtime worked in another department cannot be accumulated and will be paid out. Upon the transfer of an employee from one Department to another, any accumulated overtime standing to the credit of the employee as of the date of transfer will be paid out.

- b) Except in the case of a change in scheduled time off being arranged at the request of an employee, any work performed during a full time employee's scheduled time off shall be paid for at time and one half of the employee's basic straight time hourly rate of pay, as set out in paragraph 18:08(a) above.
- c) The Employer agrees to offer overtime to employees in the classification within the Department where such overtime is available, on a rotational seniority basis. It is understood that full-time employees will be offered overtime before part-time employees. Probationary employees will not be offered overtime until all seniority employees have been offered.
- d) An employee required to work two (2) hours or more overtime in any day in addition to his regular seven and one half (7-1/2) hour shift excluding one half (1/2) hour meal period, shall receive a \$7.00 meal allowance on his paycheque.

18:09 When the need arises for a shift to be cancelled within a Department, the employee who is cancelled may displace the most junior employee within the same classification on the identical shift and whose work she or he is qualified to perform. Part-time employees shall be cancelled or displaced prior to full-time employees being affected.

ARTICLE 19 - VACATIONS

19:01 a) For the purpose of calculating vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1st of each year and to end on April 30th of the following year.

b) Vacation accumulated from May 1st through April 30th of any year will be taken during the following May 1st through April 30th period.

19:02 Vacation Entitlement

An employee who has less than one (1) year of continuous service as of April 30th of any year shall be entitled to vacation calculated as follows:

- three (3) months continuous service = two (2) days vacation pay
- four (4) months continuous service = three (3) days vacation pay
- five (5) months continuous service = four (4) days vacation pay
- six (6) months continuous service = five (5) days vacation pay
- seven (7) months continuous service = five (5) days vacation pay
- eight (8) months continuous service = six (6) days vacation pay
- nine (9) months continuous service = seven (7) days vacation pay
- ten (10) months continuous service = eight (8) days vacation pay
- eleven (11) months continuous service = nine (9) days vacation pay

19:03 An employee who has one (1) year of continuous service but less than two (2) years as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of two (2) weeks with pay at the basic straight time rate in effect during the vacation period.

19:04 An employee who has two (2) years or more continuous service but less than five (5) years of continuous service as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of three (3) weeks with pay at the basic straight time rate in effect during the vacation period.

19:05 An employee who has five (5) years or more continuous service but less than thirteen (13) years of continuous service as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of four (4) weeks with pay at the basic straight time rate in effect during the vacation period.

19:06 An employee who has thirteen (13) years or more continuous service but less than twenty-two (22) years of continuous service as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of five (5) weeks with pay at the basic straight time rate in effect during the vacation period.

19:07 An employee who has twenty-two (22) years or more continuous service as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of six (6) weeks with pay at the basic straight time rate in effect during the vacation period.

19:08 Effective May 1, 2010 (2010 Vacation Year) an employee who has twenty-eight (28) years or more continuous service as of April 30th of any year, or between May 1st and September 30th of that year, shall be entitled to vacation of seven (7) weeks with pay at the basic straight time rate in effect during the vacation period.

19:09 An employee who, between the period of May 1st and September 30th in any year, completes such number of years so as to be entitled to an additional week of vacation in accordance with the other provisions of this Article shall be entitled to, and shall receive, an additional week of vacation with pay. Such additional week of vacation must be taken subsequent to the date of entitlement thereto and prior to April 30th in the same vacation year, and shall be subject in all respects to the other provisions of this Article.

19:10 Part-Time Employees

- a) Part-time employees shall be entitled to the same proportion of a full time employee's vacation as their time worked up to April 30th in each year bears to full time employment.
- b) Part-time employees shall receive vacation pay on the first pay in May in each year calculated on the following basis:

Weeks of Entitlement	Percentage of Total Earnings from the Preceding Vacation Year
less than 2 weeks	2%
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%
7 weeks	14% (eff. May 1, 2010) (2010 Vacation year)

- c) "Total earnings" shall be defined as total gross earnings during the qualifying period exclusive of the previous years' vacation pay.

- 19:11 a) "Continuous service" as referred to in this Article shall be defined by the employee's accrued hospital seniority from the last date of hire by the Employer.
- b) Furthermore, continuous service for vacation purposes shall also be calculated inclusive of:
- (i) all time worked;
 - (ii) absence due to pregnancy or parental leave;
 - (iii) absence because of illness or injury not to exceed the employee's accumulation under Article 15 hereof at the time of calculating the vacation pay;
 - (iv) vacations and eligible holidays;
 - (v) absence due to approved leave of absence unless otherwise specified above to a maximum of four (4) weeks.
- c) In the event that an employee terminates her employment with the Employer without giving two (2) weeks notice of her intention to do so, her vacation pay shall be calculated and paid in accordance with the minimum requirements of the Employment Standards Act of the Province of Ontario then in effect. The provisions of this paragraph shall not apply if failure to give two (2) weeks notice was due to circumstances beyond the control of the employee.

19:12 Vacation Requests

The Employer shall accommodate the wishes of the employee with respect to choice of vacation dates based upon seniority, subject to the right of the Employer to operate the Hospital in an efficient manner such determination to be made in a reasonable and non-arbitrary manner. If a full-time employee and a part-time employee submit requests for the same vacation period, the request of the full-time employee will be given preference over that of the part-time employee, regardless of seniority. Vacation requests not submitted to the department head prior to April 1st annually shall be considered on a first-come, first-served basis subject to scheduling requirements. An employee shall be allowed to take up to ten (10) days of her vacation entitlement one (1) individual day at a time, such individual days of vacation to be mutually agreed upon between the Employer and the Employee prior to each of the scheduled days of vacation.

It is understood that requests for full weeks of vacation will take precedence over requests for partial weeks and/or requests for individual days.

19:13 Vacation schedules shall be posted by April 15th annually.

- 19:14 a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where an 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 and subsequent recuperation shall be considered sick leave.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. Further, the portion of the employees vacation which is deemed to be sick leave may be re-scheduled at a time mutually agreed between the Employer and the employee, however, the exercising of this right shall not cause the change of the vacation schedule of another employee.
- d) It is understood that an employee making a claim pursuant to the provisions of this article, must contact the Department Head or designate. The hospital shall require that there be a medical certificate to support such illness or injury.

19:15 Employees who voluntarily transfer to another Department shall not be guaranteed previously approved vacation, unless the granting of such vacation does not disrupt the approved vacation of any employee in their new Department. Employees who involuntarily transfer to another Department will have any previously approved vacation honoured in their new Department.

ARTICLE 20 - PAID HOLIDAYS

- 20:01 a) The Employer will grant to all employees after completion of their probationary period, pay for the following holidays, namely:
- | | |
|---------------------|-------------------|
| 1. New Year's Day | 2. Family Day |
| 3. Good Friday | 4. Easter Monday |
| 5. Victoria Day | 6. Canada Day |
| 7. Civic Holiday | 8. Labour Day |
| 9. Thanksgiving Day | 10. Christmas Day |
| 11. Boxing Day | |
- b) In addition, each full-time employee in the Bargaining Unit shall receive as recognized paid holidays, one (1) floating holiday on days mutually satisfactory to the employee and the Employer. Such float holidays shall be

taken by December 15th in each year, unless mutually agreed otherwise. In selecting such floating holidays, consideration will be given to the wishes of the employee and to the necessity of the Employer maintaining sufficient office and clerical staff to operate efficiently, but the Employer's decision will govern. It is understood that if a new statutory holiday is recognized and proclaimed by Federal or Provincial statute, such day shall be substituted for one (1) of the floating holidays referred to herein.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

- c) In administering the floating holidays for full-time employees, the following formula will be followed:
 - (i) New full-time employees attaining seniority on or before June 30th shall receive two (2) floating holidays in that calendar year;
 - (ii) New full-time employees attaining seniority on or after July 1st shall receive one (1) floating holiday in that calendar year;
 - (iii) Full-time employees whose employment terminates prior to July 1st shall receive one (1) floating holiday in that calendar year.
 - (iv) Full-time employees whose employment terminates on and after July 1st shall receive two (2) floating holidays in that calendar year.

20:02 In order to qualify for holiday payment (other than regular pay for time worked) an employee must have worked her last scheduled work day immediately prior to such holiday and must work the next regularly scheduled work day following such holiday, unless unable to do so because of illness or injury established by production of a medical certificate, or other proof satisfactory to the Employer's Director of Human Resources. Employees absent because of illness or injury shall receive holiday pay only so long as they are in receipt of sick leave benefits or are not in receipt of sick leave benefits on one or both of the qualifying days solely because of the operation of Article 15:02.

- 20:03 a) If an employee is scheduled to work on a paid holiday and actually works, then she may elect either:
 - (i) to be paid for all hours worked on such day at the rate of one and one half (1-1/2) times her normal straight time rate of pay plus her normal straight time pay; or

- (ii) to be paid for all hours worked on such day at the rate of one and one half (1-1/2) times her normal rate of pay plus an alternative day off at regular pay. Such day shall be given by the Employer within four (4) weeks after the holiday, unless otherwise mutually agreed.
 - b) Probationary employees who work on any of the above holidays shall be paid time and one half for work performed on any such days but shall not be entitled to a day off with pay. If such employees do not work on a recognized above holiday they shall not receive compensation therefore.
- 20:04 In the event a holiday, as specified in this article, falls within an employees scheduled vacation period, the employee will take an alternate vacation day off at a time mutually agreeable between the employee and the employer.
- 20:05 The provisions of this Article shall not apply to employees who are laid off at the time a paid holiday occurs except with respect to any paid holiday which occurs within thirty (30) days immediately following the date of the lay off.
- 20:06 Part time employees eligible to receive holiday pay under the provisions of this Article shall be entitled to receive holiday pay based on seven and one half (7-1/2) hours at their regular rate of pay.
- 20:07 Notwithstanding the foregoing, employees shall be entitled to be paid at the rate of two (2) times their normal rate of pay for all overtime hours worked on any of the above holidays.
- 20:08 If an employee is scheduled for ten (10) days and actually works ten (10) days (exclusive of the holiday) in a pay period in which there is a paid holiday, such employee will be paid for time and one-half for one of such days in addition to the Holiday pay. If an employee works on the paid holiday, the rules governing holiday pay will apply.

ARTICLE 21- EMPLOYEE BENEFIT

21:01 Extended Health Care Plan

- a) The Employer agrees to provide to all full-time employees coverage under a \$15.00-\$25.00 deductible Green Shield Extended Health Care Plan CA (or equivalent plan). The Employer agrees to pay one hundred percent (100%) of the billed single or family premium as it applies to such employee.
- b) The Employer may, on sixty (60) days notice to the Union, include in the Prescription Drug Plan being provided under this Article the provisions of "Mandatory Product Selection" unless "No Substitution" is specified by the

prescribing physician, in accordance with Green Shield Prepaid Services Inc. procedures.

- c) The benefit of private nursing care shall be limited to \$15,000.00 for any one person per calendar year.
- d) The Employer agrees to pay one hundred percent (100%) of the premiums payable for subscriber and dependent coverage for hearing aids under this Plan, on the basis of five hundred (\$500.00) lifetime maximum.
- e) The Employer agrees to provide coverage for Massage Therapy subject to a \$300.00 annual maximum.
- f) The Employer agrees to provide coverage for Chiropractic services subject to a \$375.00 annual deductible and \$300.00 annual maximum.

21:02 Group Life Insurance

Full-time bargaining unit employees will be covered by a life insurance policy under the Clarica Group Life Insurance Plan (or equivalent plan). Such plan will provide insurance on the life of the employee in the amount of twice his or her annual salary (unless the employee elects to be covered by a lesser amount pursuant to the terms of such Plan) and the Employer agrees to pay one hundred percent (100%) of the premium thereof.

21:03 Pension Plan

- a) All full time employees shall enrol in the Hospitals of Ontario Pension Plan, and the Employer shall contribute to such plan on behalf of each employee such amount as required under the terms of said Plan
- b) Part time employees who qualify under the criteria established in the H.O.O.P.P. may elect to enrol in the Hospitals of Ontario Pension Plan under the terms and conditions outlined in this Plan, and the Employer shall contribute to such plan on behalf of these employees as required under the terms of said Plan.

21:04 Dental Plan

- a) For full time employees, the Employer agrees to provide coverage under the Green Shield #6H Dental Plan or its equivalent and to pay seventy-five percent (75%) of the billed single or family premiums as it applies to each such employee.
- b) Periodic check-ups (recall examinations) under the terms of such Plan shall be covered once every nine (9) months.

- c) The premiums referred to herein shall be the premiums charged, based on the O.D.A. tariff in effect from time to time.
- d) The Employer agrees to provide orthodontic coverage for eligible full-time employees and their dependents on a 50/50 co-insurance basis. Such coverage to have a lifetime maximum of \$1,000.00 per insured.
- e) The Employer agrees to provide coverage for crowns, bridgework and repairs for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have an annual maximum of \$1,000.00 per insured. Effective the first of the second month following ratification of this agreement, this benefit shall be increased from \$1,000.00 to \$1,250.00.
- f) The Employer agrees to provide coverage for complete and partial dentures for eligible employees and their dependants on a 50/50 co-insurance basis. Such coverage to have a lifetime maximum of \$1,000.00 per insured.

21:05 Vision Care

For full time employees, the Employer agrees to provide coverage under the Green Shield Vision Care Plan #7 or its equivalent to provide a benefit of one hundred and seventy-five dollars (\$175) every twenty-four (24) months, and to pay one hundred percent (100%) of the billed single or family premiums as it applies to each full-time employee. Effective the first of the second month following ratification of this agreement, the vision care benefit will increase from \$175.00 to \$200.00 every 24 calendar months per insured.

Effective April 1, 2007, the employer agrees to provide a family coverage benefit that will provide \$60.00 towards the cost of eye examinations every twenty-four (24) calendar months per insured.

21:06 Semi-Private Hospitalization

The Employer agrees to provide under Green Shield Plan #1 or its equivalent semi-private hospitalization coverage to full-time employees, and the Employer will pay one hundred percent (100%) of the premium charged for such coverage.

21:07 Premiums Paid During Absence

The Employer will continue to pay its share of the premiums for these benefits as stated in this Article:

- a) when the employee is absent due to illness or injury compensable under the Workers' Compensation Act for a period of twelve (12) months;
- b) when the employee is absent on leave with pay;

- c) when the employee is absent on educational leave;
- d) when the employee is absent due to illness or injury not compensable under the Workers' Compensation Act and is being paid sick leave credits, or for fifteen (15) weeks, whichever is greater;
- e) when the employee is on maternity and/or parental leave, for the duration of that leave and if an employee is absent without pay for reasons other than vacation, the Employer will pay its share of the premiums for the month in which such leave commences, and for the month following.
- f) benefits will continue in the event of layoff for the remainder of the month in which they were laid off and in the following month.

21:08 The Employer assumes no obligation to contribute to the cost of any aforesaid benefits for casual employees.

21:09 Part-Time Employees

Part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, pregnancy and parental supplemental unemployment benefits and, with the introduction of sick leave benefits effective January 1, 2007, sick leave) an amount equal to ten (10%) percent of her regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of HOOPP the percentage in lieu of fringe benefits is eight (8%) percent.

Part-time employees shall not be eligible for health benefit coverage under the terms of the Collective Agreement with the exception of part-time employees employed at the Grace site and who are enrolled in health benefits as of August 23rd, 1995. Such employees shall be eligible to remain in the health benefit plans on the following basis:

Extended Health Care Plan

The Employer agrees to provide such eligible part-time employees with the identical plan provided to full-time employees and pay 75% of the billed premiums.

Dental Plan

The Employer agrees to provide such eligible part-time employees with the identical plan provided to full-time employees and pay 50% of the billed premiums.

It is understood that employees who elect to remain in the benefit plans as aforementioned shall not be eligible for payment in lieu of benefits while so enrolled.

Employees who wish to opt out of all benefit plans may do so at any time. After doing so, such employees shall be eligible for payment in lieu of benefits. Employees who opt out of benefit plans will not be eligible to opt back into such plans.

Effective January 1, 2001, employees in receipt of payment in lieu of benefits will be eligible to elect to purchase the current part-time benefit program provided they pay 100% of the premiums associated with such benefits. It is further agreed that employees may not enrol or cancel these benefits more than once per year.

21:10 Substitution of Carrier

The Employer may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that:

- a) there is no loss in benefits, or access to benefits, to the employees concerned;
- b) the Union is given sixty (60) days notice of such change;
- c) when notice is given, it will be accompanied by full information concerning the proposed insurer or carrier and the proposed Plan to be substituted;
- d) complaints concerning the operation of any Plan will be made to and through the Employer, and not directly to the carrier.

21:11 Benefit coverage provided in this Article for employees shall commence on the first day of the month following enrolment.

21:12 Retiree Benefits

The Employer agrees to provide Green Shield Health benefit coverage identical to that provided to active employees for retirees who are age 55 up to and including age 64, on a 75% Employer / 25% Employee premium share basis.

21:13 For the purposes of this clause, spouse shall mean husband, wife, common-law spouse or partner of the same sex, provided such common law spouse or common law partner of the same sex and the employee have co-habited for at least one (1) year or for a shorter period, in accordance with applicable legislation.

ARTICLE 22 - TECHNOLOGICAL CHANGE

- 22:01 a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.
- b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, as determined by the Employer and the Union, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- c) When an employee is on duty and authorized to attend any in-service program within the Hospital and during her regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside her regularly scheduled hours, the employee shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

ARTICLE 23 - V.D.T.'S

- 23:01 a) Employees required to use a V.D.T. more than four (4) hours per day shall be given eye examinations at the beginning of employment before assignment to V.D.T.'s and every twelve (12) months thereafter. The examinations shall be paid by the Employer where not covered by O.H.I.P.
- b) An employee who is required to use a V.D.T. shall be permitted a ten (10) minute break away from the V.D.T. for each hour worked. Such breaks shall be used to perform other related work duties and are not to be construed to be work breaks.

ARTICLE 24 - GENERAL

24:01 Terminology

Whenever the singular or feminine is used throughout this agreement, they shall be construed as meaning the plural, masculine, or neuter gender where the context or the parties hereto so require.

24:02 Booklet Form

This Agreement will be printed in booklet form by the Union, and the cost of preparing such booklet in the numbers required by the Employer and the Union will be shared equally by both parties.

24:03 Job Descriptions

The Employer will provide the chairperson with copies of all job descriptions, and with amendments to same as they become effective.

24:04 Excluded Persons

Persons not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction or in cases of emergencies beyond the control of the employer.

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

24:05 Temporary Employees

- a) If as a result of an extended leave of absence (maternity leave and/or parental leave, illness or injury including W.S.I.B., or vacation) a temporary position arises that the Employer intends to fill, employees shall be offered the temporary position, in accordance with the terms outlined in Article 16:03 of this Agreement. When a temporary vacancy occurs and is not filled by a full-time or part-time employee as provided in Article 16:03, the Employer may hire a temporary employee to fill the position. Such temporary employee shall have no bargaining unit status. Any temporary vacancy, with the exception of maternity leave and/or parental leave, shall be for a period of up to six months. Union consent shall be required for any extension of the original six month leave, and such consent shall not be unreasonably withheld. The Employer shall supply to the chairperson the name and position of the temporary replacement, and the name and expected date of return of the employee being replaced. Temporary employees shall

pay union dues effective from the first day of the month following their date of hire.

- b) When a supervisor or other employee of the Employer not included in the Bargaining Unit will be absent on vacation or leave of absence not exceeding six (6) months except for leaves in relation to Maternity/Parental leave, the Employer may, after consultation with the Union and with the consent of the employee involved, appoint such member of the Bargaining Unit to fill the vacancy on a temporary basis. Such employee shall maintain all the rights and privileges of the Bargaining Unit and will continue to pay union dues as well as be entitled to invoke the grievance procedure in any dispute with the Employer.
- c) The Employer agrees to offer call-in shift(s) to permanent part-time employees within a Department prior to temporary employees within a Department. Further, the Employer agrees to schedule part-time permanent employees within a Department to work on paid holidays prior to scheduling temporary employees within a Department to work on paid holidays.

24:06 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 employees results from such contracting out. Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor, agrees:

- a) to employ the employees thus displaced from the Hospital; and
- b) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

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

24:07 Uniforms

It is agreed that members of the Bargaining Unit shall not be required to wear uniforms. In lieu of a uniform allowance, the Employer agrees to pay each active permanent employee on the payroll as of April 1 in each year, fifty (\$50.00) dollars, added to the employees' paycheque.

It will be compulsory for all employees to wear the Hospital Identification Badge and Personal Alarm Locator (PAL) conspicuously at all times while on the Employer's premises.

24:08 Modified Work Program

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

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

24:09 Occupational Health and Safety

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

ARTICLE 25 - SALARY RATES AND PREMIUMS

- 25:01 Schedule "A" attached hereto shows the salary rates and classifications for all employees covered by this Agreement with effect from the dates set out therein. It is mutually agreed that the said schedules and the contents thereof shall constitute a part of this Agreement.
- 25:02 It is agreed by the Employer that if any new classifications or positions within the Bargaining Unit are created during the life time of this Agreement, or if the duties of any classification or position are changed to the extent that a change in salary rates is warranted, salary rates for such classification shall be negotiated between the Employer and the Union within two (2) weeks of such positions being created or changed. Such salary rate when negotiated shall be retroactive to the date on which the employee first assumed the new position or duties. If the parties are unable to agree upon the salary, the matter shall be settled by a Board of Arbitration which shall be constituted in accordance with the provisions of Article 11 of this Agreement.
- 25:03 Pays will be deposited into each employee's bank account by direct deposit every second Thursday. Pay stubs are to be issued every second Thursday, including written particulars of changes in increments or changes in deductions from an employee's pay, all contained in a sealed envelope.
- 25:04 An employee required to work at a higher-rated job excluding relief for lunch periods and rest periods shall be paid at the salary level of such higher classification as the employee was paid in his or her own classification for all time worked in such higher classification from the time the work commenced.
- 25:05 Progression on Salary Grid
- a) Each full time employee will be advanced from her present level to the next salary level on the salary grid (being Schedule "A") twelve (12) months after she was last advanced (hereinafter called her "service review date"). If a full time employee's absence without pay from the Hospital exceeds thirty (30) calendar days during a twelve (12) month period, her service review date will be extended by the length of such absence. If the employee's absence was due to pregnancy and/or parental leave of absence, the first thirty-five (35) weeks of such absence shall not be considered as any part of the above mentioned thirty (30) calendar days.
 - b) Each part-time employee shall move up one (1) increment on the salary scale after obtaining one year's service credit, calculated on the basis of one year's service credit equals seventeen hundred and sixty (1760) hours worked. It is understood, however, that part-time employees shall receive no more than one (1) increment on the salary scale per calendar year.

25:06 Training Premium

If the employer formally assigns an employee the responsibility of training one or more other employees, the employer will pay each such employee a premium of sixty cents (\$0.60) per hour while training.

25:07 Weekend Premium

An employee shall be paid a weekend premium of eighty cents (\$0.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. Effective March 31, 2012, the weekend premium will increase to eighty-seven cents (\$0.87) per hour for each hour.

25:08 Tour Differential

The Employer will pay a shift premium of eighty cents (\$0.80) per hour to all employees for all hours worked where half (1/2) or more of the hours worked fall between 1500 hours and 0700 hours. This premium shall not be included in the calculation of overtime pay. Part time employees shall be entitled to receive the same shift premium as full time employees. Effective March 31, 2012, the shift premium will increase to 87¢ per hour.

Where an employee normally works a day shift schedule and such employee specifically requests to work a shift that would normally attract a weekend or tour differential, the employer will not be obligated to pay such differential to that employee. This does not include shift exchanges between employees.

25:09 Student Rate of Pay

The parties agree to implement a student rate for any temporary students hired for the purpose of working from May to September to cover vacations. It is further agreed that all available call-in hours will be offered to permanent part-time employees prior to being offered to temporary (student) employees.

ARTICLE 26 - RETROACTIVITY

- 26:01 a) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of the expiry of the previous agreement, and to all new employees hired since the expiry date on the basis of the Arbitrated/Negotiated wage rates. If an employee shall have terminated her employment since the expiry date of the previous agreement, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer, and the employee shall have thirty (30) days from the posting within which to claim for payment due. A copy of such

letters shall be sent to the chairperson. Failing claim for payment the employer shall not be further obligated for payment to such employee.

- b) Retroactivity will be paid within three (3) pay periods (bi-weekly) of the Employer being notified of the Arbitration/Ratification decision.

ARTICLE 27 - DURATION OF AGREEMENT

27:01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of April **2009** and shall remain in force until the 31st day of March, **2012**, and thereafter unless either party notifies the other in writing of its desire to revise or amend or make a new agreement within ninety (90) days prior to the 31st day of March, 2009. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification.

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

Schedules, Appendices, and Letters of Understanding

Pay Equity Grids

Wage Rates

Letter of Understanding #1 – Job Sharing

Letter of Understanding #2 – Violence Against Women

Letter of Understanding #3 – Transfer Time

Letter of Understanding #4 – Pay Equity

Letter of Understanding #5 – Labour Management Meeting

Letter of Understanding #6 – Union Time

Letter of Understanding #7 – Special Project / Time Limited Work

Letter of Understanding #8 – Paid Education Time

Letter of Understanding #9 – Unit Clerk Hours

Letter of Understanding #10 – Health Record Work at Home

Letter of Understanding #11 – Full Time Temporary Vacancy

Letter of Understanding #12 – Innovative Scheduling

Letter of Understanding #13 – Health Care Benefits



SCHEDULE "A" - OFFICE & CLERICAL UNIT SALARY RATES

For purposes of Pay Equity, the following summary outlines the Grade Level of each classification.

Grade	Classification
1	Health Records Technician (HRT)
2	Medical Secretary Lab Medical Secretary Social Work Medical Secretary Health Records Medical Secretary Radiology Medical Secretary Community Crisis Medical Secretary Base Hospital Medical Secretary Out Patients Psychiatry Medical Secretary Trauma
3	Business Office Clerk Library Technician Cardio Clerk Unit Clerk Unit Clerk/OR Booking Diagnostic Imaging Clerk Organizational Development Clerk Admitting / ER Clerk Printing Clerk
4	Medical Secretary Rehabilitation Switchboard Clerk
5	Health Records Clerk Mail Clerk Support Services Clerk
6	Base Hospital Clerk Biomedical Clerk
7	Lab Clerk Pharmacy Clerk
8	Pastoral Care Clerk Staffing Clerk

The parties further agree to collapse the current eight (8) pay grids into four (4). Further, the parties agree to maintain the eight (8) grid structure for purposes of pay equity and maintaining the groupings, points and male comparators.

WAGE RATES

Classification	% Inc.	Contract Year	Start	6 Month	1 Year
H.R.T.		04/01/08	23.6815	24.2403	24.8723
	2%	04/01/09	24.1551	24.7251	25.3697
	2%	04/01/10	24.6382	25.2196	25.8771
	2%	04/01/11	25.1310	25.7240	26.3946
Med. Sec. Lab		04/01/08	21.4042	21.9798	22.6288
Med. Sec. Resource Utilization	2%	04/01/09	21.8323	2.4194	23.0814
Med. Sec. Health Records	2%	04/01/10	22.2689	22.8678	23.5430
Med. Sec. Radiology	2%	04/01/11	22.7143	23.3252	24.0139
Med. Sec. Comm. Crisis					
Med. Sec. Base Hospital					
Med. Sec. Out Pat. Psych					
Med. Sec. Trauma					
Business Office Clerk					
Library Technician					
Cardio Clerk					
Unit Clerk					
Unit Clerk / OR Booking					
Printing Clerk					
Admitting / ER Clerk					
Diagnostic Imaging Clerk					
Multi Media Specialist					
Med. Sec. Rehabilitation		04/01/08	20.0206	20.3390	20.6942
Switchboard Clerk	2%	04/01/09	20.4210	20.7458	21.1081
Health Records Clerk	2%	04/01/10	20.8294	21.1607	21.5303
Mail Clerk	2%	04/01/11	21.2460	21.5839	21.9609
Support Services Clerk					
Biomedical Clerk		04/01/08	19.2614	19.8124	20.3635
Lab Clerk	2%	04/01/09	19.6466	20.2086	20.7708
Pharmacy Clerk	2%	04/01/10	20.0395	20.6128	21.1862
Pastoral Care Clerk	2%	04/01/11	20.4403	21.0251	21.6010
Staffing Clerk					
Summer Student		10/01/08	14.7084		
	2%	04/01/09	15.0026		
	2%	04/01/10	15.3026		
	2%	04/01/11	15.6086		

Retroactivity to be paid within three (3) full pay periods of ratification to all active employees on the following basis:

Two percent (2%) across the board increase to all classifications effective April 1st, 2009.

Two percent (2%) across the board increase to be effective April 1st, 2010.

Two percent (2%) across the board increase to be effective April 1st, 2011.

LETTER OF UNDERSTANDING #1

RE: JOB SHARING

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

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

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

11. Implementation

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

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

12. Discontinuation

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

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

LETTER OF UNDERSTANDING #2

RE: VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or

violent personal or domestic situation will not be subjected to discipline without full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employee(s) and will not be utilized by the Union or the employee(s) to subvert the application of otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

Further, the parties agree to recognize a Women's Advocate who shall be a female CAW member who can be called upon to meet with members who are experiencing a domestic abuse situation as required, discuss problems with them and make necessary referrals. The Hospital agrees to provide a confidential phone line that employees can access to contact the Women's Advocate and a private room in which to meet (arrangements to be made through Human Resources). The Union will fund the training registration fee and the Hospital will fund up to three (3) days pay for such advocate to be trained, the balance of which will be paid by the CAW. Travel and lodging expenses will be reimbursed, on receipt, up to a maximum of \$250.00 per day of training, to a maximum of three (3) days. The Hospital reserves the right to approve any such training program.

LETTER OF UNDERSTANDING #3

RE: TRANSFER TIME

Unless the Union and the Hospital agree otherwise, an employee who is the successful applicant to a job posting shall be transferred by the Hospital to their new position within forty-five (45) calendar days of having accepted said job posting.

LETTER OF UNDERSTANDING #4

RE: PAY EQUITY

The parties acknowledge their obligations under the Pay Equity Act of Ontario, as amended from time to time, and further acknowledge the existence of a joint pay equity committee.

LETTER OF UNDERSTANDING #5

RE: LABOUR MANAGEMENT MEETING

The parties mutually agree that in order to create an atmosphere of good labour relations, that effective and regular communication would be beneficial. To that end, the parties agree to commence regular Labour-Management Committee meetings during the term of this Agreement. The Committee shall be composed of four (4) members representing each

party and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. An agenda of matters proposed to be discussed will be exchanged at least five (5) calendar days prior to the scheduled meeting.

LETTER OF UNDERSTANDING #6

RE: UNION TIME

Effective June 1, 2006, The Employer agrees to provide the Chairperson 22.5 hours of paid time off every two pay periods for the purposes of conducting Union business and attending meetings with the Employer. It is understood that such 22.5 hours will be pre-scheduled at a time mutually agreeable between the Chairperson and the Employer. It is further understood that the occasional loss of such 7.5 hours due to patient care demands will not result in payment. This agreement will be effective with the first schedule posted after ratification.

LETTER OF UNDERSTANDING #7

RE: SPECIAL PROJECT / TIME-LIMITED WORK

The Parties agree as follows:

1. Notwithstanding Article 24.07 of the Collective Agreement, the parties acknowledge that the Hospital occasionally has a need to accomplish temporary work of a “special project” or time-limited nature. “Special Project Work” or time-limited is defined as time-limited activities expected not to exceed three (3) months unless mutually agreed and may or may not be the usual or daily tasks of a classification within a Department. It is understood that this work is apart from the regular call-in shifts of a Department in which case the provisions of article 18:05 shall apply.
2. In the event that “special project or time-limited work” arises that is expected not to exceed three (3) months, the following provisions shall apply:
 - a) Prior to scheduling a project employee to perform such project / time-limited work, all permanent part-time employees in the department have the option of being scheduled and will be canvassed to work (10) days in a bi-weekly pay period.
 - b) The scheduling of such available work will be at the discretion of the Hospital and the Hospital agrees that it will not alter any permanent scheduling of employees to accommodate this need unless an employee agrees to such change.

- c) Part-time employees within the bargaining unit must indicate, in writing, their desire to be considered for special project / time-limited work in a particular Department. Part-time employees will have the ability to indicate their interest as define herein, twice per calendar year.
- d) Employees who have satisfied (c) above, will be eligible to be called, by Departments that have special project / time-limited work available, by rotating seniority.
- e) The Hospital agrees to notify the Union Chairperson or designate as soon as possible after a decision is made to engage employees or contractors to perform special project / time-limited work. The Employer agrees to notify the Union as soon as possible and no case later than the end of that working day.
- f) It is understood that any hours worked by a part-time employee pursuant to (d) above will be over and above their scheduled hours in their home department. It is further understood that any hours worked by an employee pursuant to (d) above will not put an employee in an overtime situation nor attract an overtime premium nor a penalty for having less than fourteen (14) hours off between shifts.
- g) The Hospital agrees to provide, at its discretion, a minimum of one (1) day training and a maximum of three (3) days training, to employees who are called for special project / time-limited work.
- h) It is understood that where the Hospital deems that a special project / time-limited assignment requires continuity in terms of the employee assigned, and no part-time employee eligible to be called under the provisions of this article is available to be released from their home department, the Hospital reserves the right to hire as necessary.
- i) The Hospital shall supply to the Union Chairperson or designate a list of employees together with the number of hours worked by each employee, in each pay period.
- j) Project employees who are not bargaining unit employees shall pay union dues from their date of hire for all hours worked.
- k) In order to ensure compliance with this provision, the Hospital agrees to withdraw this work once targets have been met, the project / time-limited work is completed or when the Hospital deems it is no longer required.

LETTER OF UNDERSTANDING #8

RE: PAID EDUCATION LEAVE

The Employer agrees to pay the Union fifteen hundred dollars (\$1,500.00), payable upon invoice, for deposit to the Union's Paid Education Leave (PEL) fund prior to the expiry of this agreement.

LETTER OF UNDERSTANDING #9

RE: UNIT CLERK HOURS

It is agreed between the parties that the normal hours of work for the existing full-time Unit Clerks listed below, will remain no later than 9 a.m. to 5 p.m. for the term of this Collective Agreement:

Pauline Adams	Susan Griffith	Susan Branov
Debbie Ternovan	Marlene Bafaro	Catherine Bondy

The above provision does not apply to the situations listed below where the Hospital shall have the right to determine the hours of work.

- a) Part-time unit clerk positions;
- b) Vacancies created by any of the employees listed above leaving her position;
- c) Newly created full time unit clerk positions.

Further, the parties agree that current full time unit clerks, identified above, may work a rotating shift provided the employee, the employer and the Union mutually agree.

LETTER OF UNDERSTANDING #10

RE: HEALTH RECORD WORK AT HOME

The Hospital and the Union wish to set out the parameters for Work at Home in Health Records;

ARTICLE 1 – WORK UNIT AND EMPLOYEES COVERED

1:01 This agreement shall apply to all Employees in Health Records chosen by the Hospital to participate in the Project.

ARTICLE 2 – AGREED VARIATION FROM COLLECTIVE AGREEMENT

2:01 The Union and the Hospital Acknowledge that this Agreement represents a variation to some provisions of the Collective Agreement and the parties agree to waive the application of those specific provisions on a without prejudice or precedent basis.

ARTICLE 3 – PARTICIPATION IN PROJECT

3:01 Employee participation in work at home is voluntary. An employee who participates in such an agreement will continue to be an employee of Hotel Dieu Grace Hospital and a member of the bargaining unit.

3:02 This Letter of Understanding will in no way directly or indirectly affect the permanent staffing levels for Employees currently in place in the Health Records Department.

3:03 The Hospital has the undisputed right to designate, increase or decrease the number of work at home opportunities. Work-at-Home opportunities shall be offered to employees in order of seniority, provided that the employee has a satisfactory work/attendance record. Notwithstanding the foregoing, work at home opportunities will only be offered to employees who have an established history of a minimum of 80 minutes per day for transcription and department set minimum standards for coding. There is an expectation of a productivity improvement required for the employee to continue.

ARTICLE 4 – TERM

4:01 Either the Hospital or the Union may terminate this Letter of Understanding and the work-at-home program upon 30 days written notice to the other party. In the event of termination of this program under this clause employees shall continue to work-at-home during the notice period and the parties shall co-operate to ensure the return of the Hospital equipment and materials to the Hospital in good condition.

ARTICLE 5 – WORK AT HOME AGREEMENTS

5:01 Individual Employees under a Work-at-Home arrangement shall be required, prior to the commencement of the arrangement, to execute a specific Work-at-Home agreement in the form attached hereto as Schedule “A”. The Agreement shall provide the following information and will be discussed at a Labour Management meeting in advance:

- a) the name of the employee, the work-at-home address and telephone number where the employee can be reached during working hours;
- b) the assigned duties to be performed;

- c) the hours of work;
- d) the equipment and materials to be provided by the Hospital;
- e) the employee's acknowledgment that they will be bound by the provisions of this Agreement and the Hospital's Confidentiality Agreement;
- f) the acknowledgment that they will immediately inform the appropriate Employee Health personnel and her manager of any occupational injury incurred during the course of their employment;
- g) acknowledgment that should an accident occur during work time, the employee remains covered under the Workplace Health, Safety and Compensation Commission Act of Ontario;
- h) the employee's agreement to allow appropriate Hospital personnel access to periodically inspect the work location and to service and remove equipment and material as may, from time to time, be required upon 24 hours notice;
- i) an acknowledgment from the employee that it is their responsibility to ensure that the Work-at-Home agreement at their particular address does not violate any municipal by-laws or regulations;
- j) an acknowledgment from the employee that the employee is responsible for the implications and any related costs associated with home insurance policies and ensure the protection and security of all Hospital-owned equipment and materials. In the event that the work at home arrangement causes an incremental increase in the employee's home insurance rate, and such increase can be separately identified in the premium, the Hospital will reimburse this amount to the employee;
- k) an acknowledgement that the equipment and material supplied by the Hospital remains the property of the Hospital and that they will be responsible for the proper care of the equipment and material while it is in their home and that upon termination of this agreement for any reason that they will immediately co-operate with the Hospital to ensure for the immediate return of the equipment and material. The employee will expressly agree that in the event that their employment is terminated for any reason that they will co-operate fully to ensure return of the Hospital equipment and material in good condition and that any final pay of monies owing from the Hospital to the employees will be withheld pending the return of the equipment and material to the Hospital in good condition. The employee will expressly agree that this co-operation includes the right of the Hospital to come into their home to dismantle and remove any equipment or material that remains their property;

- l) an acknowledgment that all policies and procedure of Hotel Dieu Grace Hospital remain effective and applicable. Cases involving the violation of these policies and procedures will be subject to the usual disciplinary measures;

ARTICLE 6 – WORK AT HOME LOCATION

- 6:01 Prior to an employee commencing to work at home a physical work location will be established within the employee's home and subject to an initial inspection by the Hospital's Health and Safety Committee delegate and an annual inspection thereafter, to ensure such location is suitable and ergonomically correct. If and where applicable the work-at-home location will be subject to the provisions of the OCCUPATIONAL HEALTH AND SAFETY ACT.
- 6:02 Once the physical work-at-home location has been approved the employee shall not make any changes to the location without the approval of the manager. Upon the approval of the manager any changes to either location of the work site within the employee's home or the movement of the location to another home shall be the sole responsibility of the employee. All costs associated with the change in the work-at-home location shall be the responsibility of the employee and any changes must be made in accordance with the initial work-at-home location plan.

ARTICLE 7 – EQUIPMENT

- 7:01 The Hospital will provide to the employee all the necessary equipment and material that would normally be provided to the employee while working at the Hospital in the pre-approved work at home location and shall arrange for the initial set-up of such equipment and material. The equipment and material remains the property of the Hospital and the servicing and maintenance of the equipment shall be the responsibility of the Hospital. The employee is obligated to ensure that the equipment is not used in a negligent manner or in any way inconsistent with the purpose of this Agreement. All equipment and material shall be returned in good condition upon the termination of the Pilot Work-at-Home agreement.
- 7:02 It is understood and agreed that the employee shall not utilize any equipment and material supplied by the Hospital for any purpose other than to complete the work assigned by the Hospital. It is further understood and agreed that the employee will ensure that no other person has access to the use of the equipment and material supplied by the Hospital in their home. It is expressly acknowledged that the use of the computer equipment will be monitored by the Hospital to ensure that the only use made of the computer equipment is for use authorized by the Hospital. No other equipment or software shall be added or software shall be added or installed on the computer equipment supplied by the Hospital. It is understood the Hospital will use remote connectivity software to do spot audits on the computer and to fix problems.

ARTICLE 8 – PROJECT WORK ASSIGNMENT

- 8:01 The employee working under a Work-at-Home agreement shall be subject to the hours of work provisions of the Collective Agreement. The manager must approve any variation from the pre-approved work schedule. Holidays will be worked on a rotational basis with other employees based on seniority in accordance with the holiday schedule circulated by the manager. The manager must approve any overtime in advance. Hours not worked due to illness must be reported to the manager in the same manner as provided in the Collective Agreement.
- 8:02 Where an employee working under a Work-at-Home agreement is unable to perform their assigned duties due to failure of equipment said employee shall notify her manager immediately and shall be expected to attend at the Hospital and perform her work at the Hospital. The manager will assign duties to be performed and hours of work.
- 8:03 During working hours an employee must be available to be contacted by the manager. During working hours the Union may communicate with the employee at the work-at-home location.
- 8:04 The employee must continue to check bulletin and posting boards located at the Hospital and the Hospital has no obligation to ensure the employee has checked the boards.
- 8:05 The Hospital may require the employee to work in the Hospital from time to time.
- 8:06 It is understood and agreed that while working at home employees shall, during their working hours, devote their attention to their work. It is agreed that work-at-home is not a substitute for dependent care and employees must ensure that adequate dependent care arrangements are in place and that personal responsibilities are managed in such a way that allows the employee to successfully meet her work responsibilities.
- 8:07 Upon written request of the Union, the Hospital will provide the Union with an updated list of the names of employees working at home and a copy of the Work-at-Home agreement signed by the employee. It is understood that such a request will not be made more than twice per calendar year.
- 8:08 It is understood and agreed that in the course of their work the employee shall have access to confidential information and the employee shall not disclose such information to any person not authorized by the Hospital. The employee shall not print or save to local hard drives any material from the equipment supplied by the Hospital except as required in the course of their duties.

ARTICLE 9 – TERMINATION OF WORK AT HOME ASSIGNMENT

9:01 An employee's participation in a work-at-home arrangement shall be terminated in the following situations:

- a) by mutual agreement of the Hospital, the union and the employee;
- b) by the employee or the Hospital, upon 30 days written notice. The employee shall be obligated to continue to perform work at home during the 30-day notice period. In the event that an employee terminates their participation in a work-at-home arrangement they shall not be eligible again to participate in the program;
- c) by the Hospital immediately if an employee's work performance is unsatisfactory or for just cause which shall be defined as the breach of any of the provisions of this Agreement by the employee;
- d) immediately upon the resignation or termination of an employee's employment with the Hospital.

ARTICLE 10 – ENTIRETY

10:01 It is agreed and understood that there are no representations, warranties, collateral terms or conditions affecting this agreement for which the Hospital can be held responsible in any way, other than as expressed in this agreement in writing.

LETTER OF UNDERSTANDING #11

RE: FULL TIME TEMPORARY VACANCY

In the event of a temporary full-time vacancy arising that the Employer intends to fill, the provisions of 16.03 and 24.06 shall apply with the following guidelines:

1. Temporary vacancies as herein described, shall be awarded eight (8) weeks prior to the expected start date of the vacancy, or, if less that eight (8) weeks notice of the commencement of the vacancy is given, the date that the Employer received notice of the start date of the leave.
2. The seniority of those employees competing for said temporary vacancy shall be determined as of the last pay period ending date prior to awarding the position.
3. In order to qualify for said temporary vacancy, in addition to those provisions outlined in article 16:03, the employee must be trained and qualified as of the start date of the position.

4. Once an employee is offered and accepts a temporary vacancy in writing, said employee cannot be bumped by another part-time employee in the Department with more seniority.
5. An employee who is offered and accepts a temporary vacancy must complete said vacancy prior to being considered for a new temporary vacancy.
6. The guidelines contained in this letter do not protect employees, who accept these temporary vacancies, from displacement in the event of reductions in the bargaining unit.

LETTER OF UNDERSTANDING #12

RE: INNOVATIVE SCHEDULING

Innovative scheduling (i.e. 12 hour shifts) may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources and support cost efficiency. The parties agree that such innovative schedules may be determined by the Hospital and the Union subject to the following conditions:

- a) Such scheduling shall be established by mutual agreement of the Hospital and the Union;
- b) These schedules may pertain to full time and part time employees;
- c) The introduction of such schedule and trial periods, if any, shall be determined by the parties; and
- d) Such schedules may be discontinued by either party with thirty (30) days written notice.

LETTER OF UNDERSTANDING #13

RE: HEALTH CARE BENEFITS

During negotiations, the parties discussed the issue of health care benefits beyond age 65 for employees still working.

It is agreed that the parties will meet to resolve this issue within 90 days of ratification and the issues surrounding employees who have already reached age 65.

it is further agreed that if no agreement is reached, the Union reserves the right to file a grievance and proceed to arbitration on the issue of not providing benefits beyond age 65 and on the issue of current employees over age 65 whom have not been receiving benefits. The employer will not use time limits as a reason to deny such grievance.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2010.

FOR THE HOSPITAL

FOR THE UNION

/dlcope343