

SOURCE	Hosp.		
EFF.	97	04	01
TERM.	99	03	31
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	JF		

COLLECTIVE AGREEMENT

BETWEEN

**UNITED STEELWORKERS OF AMERICA
(Union)**

AND

**TIMMINS AND DISTRICT HOSPITAL
(Employer)**

(CLERICAL, OFFICE AND SERVICE EMPLOYEES)

(FULL-TIME AND PART-TIME)

Effective April 1, 1997 to March 31, 1999

ENTERED

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union. The agreement is also to provide a method of settling differences and grievances which might arise, so as to maintain harmonious relations between the Employer and all employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all lay employees of the Timmins and District Hospital, L'HÔPITAL De Timmins et District in the City of Timmins, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate and undergraduate pharmacists, graduate and student dietitians, chief engineer, paramedical and technical personnel, supervisors, foremen, persons above the rank of supervisor and foreman, Secretaries in the Executive Director's office, Secretary to the Director of Finance, Secretary to the Director of Nursing, Secretaries to the Director of Human Resources, and persons covered by subsisting collective agreements and certificates.
- 2.02 It is agreed that the word "employee" or "employees" wherever used in this agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2.03 Where the masculine pronoun is used in this agreement, it shall be deemed to include the feminine, and vice versa, where the context so requires.
- 2.04 a) A full-time employee is defined as an employee who is regularly scheduled to work the normal full-time hours referred to in Article 18 of the Collective Agreement.
- b) A regular part-time employee is defined as an employee who regularly works less than the normal full-time hours referred to in Article 18 of the Collective Agreement and who **offers to make a commitment to be available for work on a regular predetermined basis.**

- c) All other employees shall be considered as casual part-time employees.

2.05 The Hospital agrees to notify the local President of the name, classification department and status of new bargaining unit employees on the first of each month.

ARTICLE 3 - NO DISCRIMINATION

3.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

3.02 It is further agreed that there will be no solicitation of members, collection of dues or other Union meetings on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.

ARTICLE 4 - UNION SECURITY

4.01 The Hospital shall deduct an amount equivalent to the regular monthly Union dues in the amount certified by the Union to be currently in effect under the Union's constitution, according to the following conditions:

- a) All employees covered by this agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- b) New employees shall have deductions made on the first pay of the month following the month in which they were hired.

- c) The Hospital will endeavour to remit such *dues* within fifteen days, and in *any* event, will remit such dues by the end of the month in which they were deducted. Such dues shall be remitted to the International Treasurer of the United Steelworkers of America.
- d) The Hospital agrees when forwarding Union dues to the Union to submit a list indicating:
 - i) the names of those employees from whom deductions have been made;
 - ii) names and dates of hire of those employees hired in the preceding month; and,
 - iii) names of those employees who terminated in the preceding month.

A copy of the list will be submitted to the local representative of the Union.

4.02 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save the Hospital harmless against **any** claims or liabilities arising or resulting from the operation of this Article.

4.03 A new employee will have the opportunity to meet with a representative of the Union designated by the Union and in the employ of the Hospital during the employee's orientation period without **loss** of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. Such meetings may be arranged collectively or individually **for** employees by the Hospital as part of the orientation program.

4.04 T-4 slips issued annually to employees shall **show** deductions made for Union dues.

4.05 The Hospital shall provide a listing of bargaining unit members (names, addresses) to the Staff Representative of the United Steelworkers of America on September 1 of each year.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union **recognizes** that the management of the Hospital and the direction of the employees are fixed exclusively in **the** Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement and,

without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Hospital to:

- a) Maintain order, discipline and efficiency;
- b) hire, assign, retire, promote, demote, classify, transfer, lay-off, recall, and to suspend or discipline employees or discharge seniority-rated employees for just cause provided that a claim by any employee that he has been disciplined without just cause or a claim by a seniority-rated employee that he has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this agreement.

5.02 The Hospital agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Hospital **agrees** to recognize a Grievance Committee composed of not more than five (5) employees (full-time and part-time). Not more than three (3) members of the grievance committee shall be present at any meeting with the Hospital.

6.02 a) The Hospital agrees to recognize a Negotiating Committee of not more than five (5) employees (full-time and part-time)

b) The Hospital agrees to recognize five (5) employee members of the Local Union Executive Board, for the purpose of communications with the Hospital.

c) The Hospital agrees to recognize twenty (20)

employees as Union stewards.

6.03 **LABOUR MANAGEMENT COMMITTEE**

Where the parties mutually agree that there are issues that would benefit from formal discussions during the term of this agreement, the following shall apply. Meetings between the Hospital and the Local Union President, Vice-president, Recording Secretary, (or their designates), shall be arranged at a mutually agreed time and place. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. It is understood that such meetings will not be used to discuss grievances or other matters that are more properly the subject of negotiations. Union representatives shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meetings.

The Local Union Executive may request that the Union's staff representative attend Labour Management Committee meetings and such requests will not be unreasonably denied.

6.04 All committee members, stewards and members of the Union Executive must have completed their probationary period.

6.05 For the **purpose** of **this** article, the name and position of each of the committee members, stewards and members of the Local Union Executive Board, from time to time selected, shall be given to the Hospital in writing and the Hospital shall not be required to recognize any such committee members, stewards or members of the Local Union Executive Board until it has been notified.

6.06 The Union acknowledges and agrees that members of such committees and stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such **persons** during working hours.

6.07 The Union **committee** members and stewards will first obtain the supervisor's permission before undertaking **Union** business. When such Union business has been completed, the employee will

advise the supervisor. Such permission shall not be unreasonably withheld.

6.08 In accordance with the understanding, it is agreed that:

- a) Each member of the said Negotiating Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Hospital **up** to but not including arbitration.
- b) The Grievance Committee, a steward, and the grievor(s) shall receive their regular **pay** for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Hospital up to but not including arbitration.

ARTICLE 7 • NO STRIKES OR LOCK OUT

7.01 There shall be no strikes or lockouts so long **as** this agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in THE LABOUR RELATIONS ACT, as amended.

ARTICLE 8 • GRIEVANCE PROCEDURE

8.01 For the purpose of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, 'administration or' alleged violation of this agreement including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust the complaint to their mutual satisfaction within five (5) calendar days, the employee may proceed with the grievance procedure within five (5) calendar

days following the decision of the immediate supervisor.

8.03

A grievance of an employee properly arising under this agreement shall be adjusted and settled as follows:

Step 1

Within five (5) calendar days following the decision of the immediate supervisor regarding the complaint, the employee, with the assistance of a union steward, must submit a written grievance to the Program Director/Senior Manager. The nature of the grievance, the remedy sought, and the provision of the agreement which are alleged to be violated shall be set out in the dated, signed grievance. The Program Director/Senior Manager will deliver a decision in writing within nine (9) calendar days of his/her receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Such a meeting shall be with the Grievance Committee failing settlement. The next step in the grievance procedure may be taken.

Step 2

Within five (5) calendar days following the decision under step 1, the grievance must be submitted to the Director of Human Resources (or his designate) to be discussed at a meeting between the Executive Director (or his designate) and the Grievance Committee, including the grievor(s) within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at the meeting if desired. The Director of Human Resources (or his designate), shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within thirty (30) calendar days after the reply at Step 2 is given or should have been given.

8.04

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application, or alleged violation of the agreement must be originated under Step 3 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under step 3 within five (5) calendar days, it may be submitted to

arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

8.05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 3 within five (5) calendar days of the employee being notified of his discharge.

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

8.07 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign a grievance form and submit the grievance at Step 2 within ten (10) calendar days of the event giving rise to the grievances subject to all applicable provisions under the Grievance Procedure.

8.08 If the Hospital does not reply within the time limits stated in the article, the grievance may be submitted to the next step of the grievance procedure. In such cases, for the purpose of proceeding to arbitration, the grievance shall be considered to have conformed to the requirements of the Grievance Procedure. Similarly, if the Union does not proceed to the next step within the time limits, the grievance is deemed to be withdrawn.

ARTICLE 9 - ARBITRATION

9.01 If the Hospital or Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party 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 power to effect such appointment upon application hereto by the party

invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairman.

- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employees or employees concerned.
- 9.06 Each of the parties hereto will bear the **expenses** of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 49 of The Labour Relations Act. Such time limits shall exclude Saturdays, Sundays and paid holidays.
- 9.08 As an alternative to the above provision if the Hospital or Union requests that a grievance be submitted to arbitration the parties may mutually agree to a sole arbitrator. The parties agree to share equally the fees and expenses related to the sole arbitrator.

ARTICLE 10 - SENIORITY

10.01 a) A new employee will be considered on probation until after he has completed forty-five (45) days of work from date of last hire (337.5 hours of work for employees whose regular hours of work are other than the standard work day). Upon completion of such probationary period, the employee shall be credited with seniority from date of last hire. The dismissal of a probationary employee shall not be the subject of a grievance and is at the sole discretion of the Hospital unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith or for exercising a right under this agreement.

b) **APPLICABLE TO FULL-TIME EMPLOYEES:**

An employee who transfers from part-time to full-time status shall not be required to serve a probationary period where he has previously completed one since his date of last hire. Where no such probationary period has been served, the number of hours worked during the twelve months immediately preceding the transfer shall be credited toward the probationary period.

APPLICABLE TO PART-TIME EMPLOYEES:

An employee who transfers from casual part-time to regular part-time status shall not be required to serve a probationary period where he has previously completed one since his date of last hire. Where no such probationary period has been served, the number of tours worked during the 12 months immediately preceding the transfer shall be credited toward the probationary period.

c) **APPLICABLE TO FULL-TIME EMPLOYEES:**

An employee whose status is changed from full-time to part-time shall receive credit for his full seniority and service. **An** employee whose status is changed from full-time to part-time shall receive credit for seniority prior to March 20, 1993 on the basis of one (1) year equals 1500 hours worked and for service after March 20, 1993 an employee shall receive credit for seniority on the basis of one (1) year equals 1725 hours worked. Such employee shall be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

APPLICABLE TO PART-TIME EMPLOYEES:

An employee whose status is changed from part-time to full-time shall receive credit for his full seniority and service. **An** employee whose status is changed from part-time to full-time shall receive credit for seniority prior to March 20, 1993 on the basis of one (1) year equals 1500 hours worked and for service after March 20, 1993 an employee shall receive credit for seniority on the basis of one (1) year equals 1725 hours worked.

- d) With the written consent of the Hospital, the probationary employee, and the President of the Local Union, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. Any extensions agreed to will be in writing and will specify the length of the extension.

- 10.02 a) Separate seniority lists of full-time, regular part-time and casual employees shall be prepared according to the records of the Hospital on an annual basis and posted on or about March 1st and September 1st of each year. Such lists shall be posted on the bulletin board and a copy sent to the Union. If an employee does not challenge the position of his name on the seniority list within the first five (5) working days from the date his name first appears on a seniority list, then he shall be deemed to have proper seniority standing.

In the event the employee is not at work when the list is posted he must object to his seniority standing within three (3) working days from the date he returns to work or receives the list.

- b) The seniority rights of employees on any seniority list set out above and lay off and recall rights of such employees shall be separate and distinct from employees on any other seniority list set out above.
- c) Part-time employees shall have their seniority expressed on the basis of hours worked.

10.03

TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

For employees transferred out of the bargaining unit:

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent.
- b) **An** employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- c) In the event an employee transferred out of their bargaining unit under (b) above, is returned to the bargaining unit within a period of two (2) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

10.04

An employee shall lose all seniority and shall be deemed to have terminated if he:

- a) voluntarily resigns his employment;
- b) **is discharged** and not reinstated;
- c) has been laid off for the lesser of his length of seniority or twenty-four (24) calendar months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- e) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received the notice to recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.
- f) fails to return to **work** upon the expiration of a leave of absence, or unreasonably utilizes a leave

of absence for a purpose other than that or which is was granted unless excluded by the Hospital in writing;

- g) refuses to continue to work or return to work during an emergency, unless a satisfactory reason is given to the Hospital;
- h) **An** employee shall lose all seniority and deemed to have terminated if he: is absent **due** to illness injury or disability for a period of twenty-four (24) months from the time the disability or illness commenced.

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

ARTICLE 11 - NOTICE OF LAY-OFF

11.01 (a) NOTICE

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months' ~~written~~ notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than **six** (6) months' written notice of layoff, or pay in lieu thereof.

Where a proposed layoff results in the subsequent displacement of any member (s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- (b) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(i) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of **a** more broadly representational make-up, there shall be

immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

- (a) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (b) identifying and seeking ways to address the training needs of employees;
- (c) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with all pertinent financial and staffing information and with a copy

of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Executive Director of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

11.02 In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

11.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

11.04 **Severance and Retirement Options**

11.04(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 11.01(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on

production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(b) Where an employee resigns later than 30 days after receiving notice pursuant to article 11.01 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

- (c) Prior to issuing notice of layoff pursuant to article 11.01(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOP? within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 11.01(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

11.05

Layoff and Recall

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) displace an employee who has the least bargaining unit seniority in a lower or equal paying classification or displace an employee who has the least bargaining unit seniority in an identical classification in any department if the employee originally subject to layoff has the skills, ability and qualifications to perform the work in that position and requires no training other than an orientation period of no more than five (5) days. Such employee so displaced shall be laid off subject to his or her rights under this section. In the event that there are no employees with lesser seniority in lower or equal paying classification, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he has the skills, ability and qualifications to perform the work in that position and requires no training other than an orientation period of no more than five (5) working days.

- (c) opt to receive a separation allowance as outlined in Article 11.04(a) and 11.04(b) ; **or**
- (d) opt to retire, if eligible under the terms of the Hospital of Ontario Pension Plan (HOOPP) as outlined in Article 11.04(c).

11.06 **An** employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

Employees shall be given the opportunity to be recalled to a position in the same classification from which they were laid off. Employees may also be recalled to a position within another classification, however, an employee shall not be required to accept such recall and may instead remain on lay off.

11.07 In determining the ability of an employee to perform the work for the purposes of Articles 11.03, 11.04, and 11.05 above, the Hospital shall not act in an arbitrary or unfair manner.

11.08 **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

11.09 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with 11.09 below, or have been found unable to perform the work available.

11.10 It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within **five (5)** working

days (exclusive of Saturdays, Sundays and ~~sal~~ holidays) after being notified to do so by registered mail, addressed to the last address on

record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee shall report for work. The employee is 'solely responsible for his proper address being on record with the Hospital.

11.11 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Article 11.09 he shall lose all seniority and be deemed to have quit the employ of the Hospital.

11.12 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

11.13 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

11.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in the Agreement.

11.15 In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, which ever occurs first.

ARTICLE 12 - TECHNOLOGICAL CHANGE

12.01 a) Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or

machinery which results in the displacement of an employee from his/her job.

- b) Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. 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 wherever possible and may extend for up to six (6) months.
- d) Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the union as set out above and the requirements of the applicable legislation.

ARTICLE 13 - JOB POSTINGS

13.01 Where a permanent vacancy occurs in classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of **seven** (7) calendar days.

The posting shall stipulate the qualifications, classification, department and shift. All applications are to be made in writing within the posting period.

13.02 a) An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. Requests for transfer shall become active upon receipt and must be renewed during the **month** of January of each year to remain so.

- (b) Vacancies created by the filling of a posted vacancy will be posted for three (3) calendar days and consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file.

13.03 Employees shall be selected for positions under either Article 13.01 or 13.02 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. Such judgement shall be made in a fair, impartial and consistent manner.

13.04 The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with the Article 13.01 and 13.02, and selection shall be made in accordance with Article 13.03 above.

13.05 (a) APPLICABLE TO FULL-TIME

Temporary vacancies (full-time) which are not expected to exceed sixty calendar days and vacancies caused due to illness, accident, leaves of absence may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to all employees who have recorded their interest in accordance with Article 13.02 above, prior to considering persons not employed by the Hospital.

In considering such employees the criteria for selection in 13.03 shall apply. Employees selected to fill a vacancy under this article will continue to maintain their full-time or regular part-time status and upon completion of the assignment, the employee will return to their former position.

APPLICABLE TO PART-TIME

Temporary vacancies (part-time) which are not expected to exceed sixty calendar days and vacancies caused due to illness, accident, leaves of absence may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees who have recorded their interest in accordance with Article 13.02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in 13.03 shall apply. Regular part-time employees

selected to fill a vacancy under this article will continue to maintain their regular **part-time status** and upon completion of the assignment, the employee will return to his former position.

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

Any agreements which extend an employee's term shall not result in the temporary employee becoming seniority rated. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

13.06

The Hospital shall have the right to fill any vacancy on an interim basis using bargaining unit members until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the **job**. The Hospital will endeavour to place the successful applicant in the position as soon as possible. No grievance may be filed concerning such temporary arrangements.

13.07

The successful applicant shall be placed on a trial period for a period of thirty (30) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be **returned to** his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. **Newly hired employees**

shall be terminated and such terminations shall not be subject to the grievance and arbitration procedure.

13.08 Successful applicants of permanent vacancies and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies, outside their department, for a period of six (6) months unless otherwise mutually agreed.

13.09 **An** employee who is temporarily assigned by the Hospital for one (1) or more complete shifts, to a job classification within the bargaining unit where the wage is higher than that of the job classification to which the employee is regularly assigned, he shall receive the next highest wage rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.

13.10 The Hospital shall forward a copy of all job postings, at the time of posting, to the President of the Local Union. In addition the Hospital agrees to notify the President of the Local Union of the successful candidates to the job posting.

AR 14 - LEAVES (F S N)

14.01 Personal Leave of Absence

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided such leave does not interfere with the continuance of efficient operations at the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least two (2) weeks prior to the commencement of the leave. The application must clearly **state the** reason for the leave of absence and duration of **such** absence.

An employee will be credited with seniority during an unpaid **leave** of absence up to a maximum of thirty (30) consecutive days.

14.02 Union Leave

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees (full-time and part-time) of ninety (90) days per year provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) Not more than six (6) employees at the Hospital are absent on any such leave at the same time. Subject to the provisions of this article, the Hospital may allow two (2) employees to be absent from a department at the same time.
- (b) no one such leave of absence shall extend beyond two (2) weeks;
- (c) a request must be made as far in advance as possible and approved at least one (1) week prior to the commencement of the function for which leave is requested;
- (d) such request shall state the nature and dates of the functions to be attended.

The Hospital agrees to grant leaves of absences, without pay, for union business under the terms of this Agreement. During such leave of absence, an employee's salary and application benefits or percentage in lieu of benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary of a part-time employee. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition there shall be no loss of seniority during such leave of absence.

14.03

Full-Time Union Leave

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for **leave** of absence, without pay, to an employee elected or appointed to a full-time Union office.

It is understood that not more than one (1) employee in the bargaining unit may be on such leave **at the** same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and **service** shall accumulate during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

14.04

Bereavement Leave

A full-time or regular part-time employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three consecutive working days without **loss** of regular pay for scheduled hours, in conjunction with the day of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his/her immediate family.

Immediate family means parents, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouses grandparents, grandchild, step-parent and step-child.

14.05

Jury Duty

An employee who is required, and reports for jury duty in any court of law or is required by subpoena to attend a court of law in connection with a case arising from his/her duties at the Hospital, or is required by subpoena to attend a court of law as a crown witness, shall not lose pay at her regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked, because of such attendance provided that the employee:

- a) informs the Hospital immediately upon being notified the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with the Hospital the full amount of compensation received for such **jury** duty, excluding mileage, travelling and meal allowances and an official receipt thereof.

14.06

Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision.
- b) **An** employee **who** is pregnant **and** who has been employed for at least ten (10) months immediately

preceding the expected date of birth shall be entitled upon her written application to a leave of seventeen (17) weeks from her employment or a shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the date of her delivery.

- c) **An** employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.
- d) Where the actual date of her delivery is later than the estimated date of her delivery, the leave of absence shall not end before the expiration of six weeks following the actual date of her delivery.
- e) The employee shall **give** her employer four weeks notice in writing prior to the date upon which she intends to commence her leave of absence and shall furnish her employer with a certificate of a legally qualified practitioner stating that she is pregnant and **giving** the estimated day upon which delivery will occur in his opinion.
- f) **An** employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her employer three (3) **weeks** notice of her intention to do so and furnishing her employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work,

- g) The employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- h) The employee shall, if requested by the employer, furnish medical proof of her fitness to resume her normal employment following the leave of absence.
- i) Credits for seniority shall not be suspended but shall accumulate during such leave.
- j) No leave granted under the provisions of this article will be considered sick leave and sick leave credits may not be used.
- k) **An** employee intending to resume employment with the employer is required to advise the employer in writing four (4) weeks prior to the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties at the same rate of pay.
- l) The leave of absence provided for under this article shall be extended upon application in writing to the employer, at least two weeks prior to the expiry of the leave for a period up to six months following the date the leave commenced.

14.07

Parental Leave

- a) **An** employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- b) **An** employee who **has** taken pregnancy leave under Article 14.06 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. **An** employee, with at least ten (10) months of continuous service, who is eligible for a parental leave who is **the** natural father or is an adoptive parent may extend the parental leave for a period of **up to six** (6) months duration, consideration being given to any requirements of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee

finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

- c) The employee shall be reinstated to her former position if available, or if not available, given a comparable position at not less than her wages when she began her leave of absence.
- d) If persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons shall not be the subject of a grievance or arbitration. This clause would not preclude such employees from using the job posting provisions under the collective agreement and any successful applicant who has completed the probationary period will be credited with the appropriate seniority. The Hospital will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

the plan.

14.08

EFFECT OF ABSENCE APPLICABLE TO FULL-TIME EMPLOYEES

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Hospital, both seniority and service will accrue. During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence.

Notwithstanding the above, seniority shall accrue during maternity and adoption leave or for a period of six (6) months if an employee's absence is due to a disability resulting in Workers' Safety Insurance Board benefits.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of WSIB benefits. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

14.09

Education Leave

- a) If required by the employer, an employee shall be entitled to leave of absence with pay and without

loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

- b) A leave of absence without pay to take further education related to the employee's work with the Hospital may be granted upon written application by

the employee to the administration of the Hospital. It is further understood and agreed that the Hospital will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

- c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full cost associated with the course (i.e. books and tuition).

ARTICLE 15 - WAGES

15.01 For the purpose of calculating any benefit under this agreement to which an employee is entitled, the regular straight time rate of **pay** is that prescribed in Schedule "A" Wage Rates of this collective agreement.

15.02 **Where** an employee is permanently transferred to a higher rated job classification, within the **bargaining unit**, he shall receive not less than the rate that he was receiving at the time of the transfer or the starting rate of the job into which he is being transferred, whichever is the higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

15.03 **New/Changed Classifications**

When a new classification (which is covered by Article 2 of this collective agreement) is established by the Hospital or there are changes to existing **classifications**, the Hospital shall determine the rate of **pay** for such new or changed **classification** and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) **days** after the receipt of notice from the Hospital of such new or changed occupational classification and rate. **Any** change mutually **agreed** to resulting from such meeting shall be retroactive to the date that notice of the new rate **was given** by the Hospital or the date on which the incumbent commenced work in the newly created or changed classification, whichever is

earlier. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classification in the bargaining unit having regard to the requirements of such classification.

15.04 **The** Hospital will credit New Registered Practical Nurses for recent related clinical experience with one (1) annual service increment for every two (2) years of experience up to a maximum of level three (3) [after two (2) year rate]. If a period of more than two (2) years has elapsed since the Registered Practical Nurse has occupied a full-time nursing position then the number of service increments to be paid, if any, shall be at the discretion of the Hospital. The claim for recent related clinical experience, if any, shall be made in writing by the Registered Nursing Assistant at the time of hiring on the application form or within three (3) months thereafter.

The Hospital agrees to recognize recent related experience for the following classifications: Stationary Engineer, Carpenter, Biomedical Technician, Refrigeration/Air Conditioning Mechanic, Plumber/Steam fitter, Electrician.

ARTICLE 16 - PAID HOLIDAYS

16.01 a) **An** employee who qualifies under Article 16.04 hereunder shall receive the following paid holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion **Day**
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

b) The Hospital will provide an additional three (3) float holidays and such float holidays off are to

be selected by the employee and the Department Head by mutual agreement and must be scheduled in the twelve (12) month period commencing **April 1st** and ending March 31st. Float Holidays for newly hired and employees changing employment status will be pro rated according to the following schedule: (hire date between April 1, and July 31, 3 days; hire date between August 1, and November 30, 2 days; hire date between December 1, and March 31, 1 day). Float holidays not scheduled by March 1st shall be scheduled by the Hospital.

16.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one (1) 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 for ten (10) paid holidays remains unchanged.

16.03 **Applicable to Full-Time Employees**

Holiday pay is defined as the amount of regular straight time, hourly pay (seven and one-half $\cdot 7 \frac{1}{2}$ hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

16.04 **Applicable to Full-Time Employees**

In order to qualify for pay for a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee is absent due to:

- a) verified illness or accident which commenced within twenty (20) calendar days prior to the holiday;
- b) lay-off for period of not exceeding seven (7) calendar days, inclusive of the holiday;
- c) leave of absence for a period not exceeding seven (7) calendar days inclusive the holiday;
- d) vacation granted by the Hospital;
- e) the employee's regular scheduled day off.

16.05 **An** employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise **have** been entitled.

16.06 **Applicable to Full-Time Employees**

An employee who qualifies under Article 16.04 and is required to work on any of the above-mentioned holidays will, at the option of the Employer, receive in addition to shift premium, if applicable, either;

- a) Pay for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay (seven and one-half hours (7 1/2 hours)).

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such overtime.

- b) Pay at the rate of time and one half the employee's regular time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay (seven and one-half (7 1/2) hours). In selecting such lieu day it is to be granted within sixty (60) days of the date on which the holiday was observed. Such lieu day off to be selected by an employee and the Department Head by mutual agreement, full consideration being given to the employee's wishes. Failing such mutual agreement, the lieu day will be scheduled by the Department Head or paid, at the option of the employee.

Applicable to Part-Time Employees

An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of time and one half his/her regular straight time hourly rate for all hours worked on such holiday.

16.07 **Applicable to Full-Time Employees**

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides an acceptable reason for such absence which his immediate supervisor considers legitimate. The Hospital's judgement of the reason provided shall be fairly and justly exercised.

16.08 **Applicable to Full-Time Employees**

If a paid holiday fall during an employee's vacations, his vacation shall be extended accordingly, provided the employee qualifies for

the holiday pay.

16.09 Applicable to Full-Time Employees

If a paid holiday falls during an employee's regular day off, another day off shall be scheduled by the Hospital providing the employee qualifies for the holiday pay.

16.10 A shift that begins or ends during the twenty-four (24) hour period of the above-mentioned holidays where the majority of hours worked **falls** within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

16.11 The Hospital will attempt to provide an equitable distribution of paid holidays provided a qualified complement of staff remains available.

ARTICLE 17 - VACATIONS

APPLICABLE TO FULL-TIME EMPLOYEES

17.01 The cut-off date for the purpose of determining vacation entitlement is April 30th in each year. Employees working for the Hospital in the twelve (12) month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- i) a) An employee who has completed less than one (1) year of continuous service as of April 30th shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.
- b) An employee who has completed one (1) year but less than two (2) years of continuous service as of April 30th shall be entitled to two (2) weeks' annual vacation with pay.
- c) An employee who has completed two (2) years but less than five (5) years of continuous service as of April 30th shall be entitled to three (3) weeks' annual vacation with pay.
- d) An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of April 30th shall be entitled to four (4) weeks' annual vacation with pay.
- e) An employee who has completed fifteen (15) years but less than twenty-five (25) years of

continuous service as of April 30th shall be entitled to five (5) weeks' annual vacation with pay.

- f) **An** employee who has completed twenty-five (25) or more years of continuous service as of April 30th shall be entitled to six (6) weeks' annual vacation with pay.

APPLICABLE TO PART-TIME EMPLOYEES

- ii) a) A par=-time employee who has completed less than 3450 hours of continuous service as of April 30th shall receive 4% of gross earnings as vacation pay.
- b) A part-time employee who has completed 3450 hours but less than 8625 hours of continuous service as of April 30th shall receive 6% of gross earning as vacation pay.
- c) A part-time employee who as completed 8625 hours but less than 25,875 hours of continuous service as of April 30th shall receive 8% of cross earnings as vacation pay.
- d) A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of April 30th shall receive 10% of gross earnings as vacation pay.
- e) A part-time employee who has completed 43,125 or more hours of continuous service as of April 30th shall receive 12% gross earnings as vacation pay.

17.02 Employees shall notify the Hospital of their vacation preference by March 15th in each year.

17.03 In scheduling vacations, consideration will be given to the employee's wishes, seniority and the efficient operation of the Hospital. The Hospital shall endeavour to give preference on the basis of the employee's seniority.

It is understood and agreed that where an employee is entitled to more than two (2) weeks' vacation, the Hospital may require such employee to take his vacation in interrupted **periods** if necessary. Vacation lists shall be posted not later than April 15th of the current vacation year.

17.04 Where an employee's scheduled vacation is interrupted due to a serious illness beyond the control of the employee requiring the employee to

be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

It will be the employee's responsibility to provide adequate proof of such hospitalization to the Hospital. 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.

17.05 Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of the effect of absence provisions.

17.06 Part-time employees shall be eligible for vacation time off based on the following formula:

$$\frac{\quad}{1725} \times \text{vacation rate} = \text{time off}$$

17.07 Vacation pay shall be calculated according to Article 17.01 (ii) and paid in May annually.

ARTICLE 18 - HOURS OF WORK

18.01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this agreement.

18.02 The normal hours of work for all employees shall be seven and one-half (7 1/2) hours of work per day exclusive of an unpaid meal break, and thirty seven and one-half (37 1/2) hours of work per week.

18.03 **REST PERIODS**

Seven and One Half Hour Shifts:

Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.

Twelve Hour Shifts:

Employees shall be entitled, subject to exigencies of patient care and/or departmental requirements, to rest periods during the shift of a total of forty-five (45) minutes.

18.04

SCHEDULING REGULATIONS

Seven and One-Half Hour Shifts - FULL-TIME

- a) Shift schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.
- b) Employees will not be scheduled to work more than seven (7) consecutive shifts.
- c) A period of sixteen (16) hours will be scheduled off between shifts.
- d) Split shifts will not be scheduled, and paid holidays or days in lieu thereof, shall not be used to change shifts. **An** employee will not be required to change shifts of duty more than once during a work week.
- e) Not more than two (2) consecutive weeks **will** be scheduled on evenings or nights. This provision shall not apply where scheduling arrangements are provided which are acceptable to the Hospital, the employees affected and approved by the Union or the employee was advised at the time of hire or when the job was posted that the regular schedule requires continuous evenings or nights.
- f) (i) Hospital will schedule employees so as to provide for one weekend off in three (3). A weekend shall be fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift to the commencement of the Monday shift.
(ii) **An** employee will receive premium pay (time and one half) for **the** hours worked on a weekend scheduled off **save** and except where:
 - a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or;
 - b) such employee has requested weekend work; or;
 - c) such weekend is worked as the result of an exchange of shifts with another employee; or;
 - d) when specific departments have agreed to

do otherwise.

- g) A request for exchange in posted schedules by an employee may be Considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or shifts scheduled. No premium pay shall result from such exchange of shifts.
- h) It is understood that any of the above scheduling regulations may be waived by mutual consent of the Union and the Hospital.

Seven and One-Half Hour Shifts - PART-TIME

- a) Shift schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.
- b) Employees will not be scheduled to work more than seven (7) consecutive shifts.
- c) A period of sixteen (16) hours will be scheduled off between shifts.
- d) A request for exchange in posted schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or shifts scheduled. No premium pay shall result from such exchange of shifts.
- e) All regular part-time employees must be available to work a predetermined schedule according to the following conditions:
 - 1) to work a minimum of six (6) full shifts per two week period;
 - 2) available twelve (12) months a year less the allowable vacation entitlement;
 - 3) available one (1) weekend in two (2) when required by the Hospital;
 - 4) available for six (6) of the following holidays, two (2) of which when required by the Hospital will be those that fall between the date of May 15th to September 15th of each year:

HOLIDAYS :

New Year's Day
Good Friday

Labour Day
Thanksgiving Day

Easter Monday
Victoria Day
Dominion Day
Civic Holiday

Christmas Day
Boxing Day

- 5) available for Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day) on alternate years and in turn will be eligible for a minimum of five (5) days off for the above period not worked.
- f) (i) A weekend shall be fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift to the commencement of the Monday shift.
 - (ii) An employee will receive premium pay (time and one half) for all hours worked on a weekend scheduled off save and except where:
 - a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or;
 - b) such employee has requested weekend work; or ;
 - c) such weekend is worked as the result of an exchange of shifts with another employee; or;
 - d) when specific departments have agreed to do otherwise.
- g) Split shifts will not be scheduled **and** paid holidays or days in lieu thereof, shall **not** be used to change shifts. An employee will not be required to change shifts of duty more than once during a work week unless otherwise mutually agreed by the employee and immediate supervisor.
- h) Nothing herein will preclude the Hospital from continuing its present practice of scheduling shifts of less than seven and one-half (7 1/2) hours duration.
- i) It is understood that any of the above scheduling regulations may be waived by mutual consent.

..05

TWELVE HOUR SHIFTS - FULL-TIME

- a) Shift schedules will be posted at least ~~two~~ (2) weeks in advance and shall cover a six (6) week period.
- b) The normal daily shift shall be ~~eleven~~ and a quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of forty-five (45) minutes of unpaid meal time.
- c) Six (6) twelve hour shifts and one (1) ~~sever.~~ and one-half (7.5) hour shift will be Scheduled in a two-week period.
- d) Employees will not be scheduled to work more than three (3) consecutive shifts.
- e) A period of at least twelve hours will be scheduled off between shifts.
- f) Split shifts will not be scheduled, and paid holidays or days in lieu thereof, shall not be used to change shifts. An employee will not be required to change shifts of duty more than once during a work week.
- g) Not more than two (2) consecutive weeks will be scheduled on evenings or nights. This provision shall not apply where scheduling arrangements are provided which are acceptable to the Hospital, the employees affected and approved by the Union or the employee was advised at the time of hire or when the job was posted that the regular schedule requires continuous evenings or nights.
- h)
 - (i) The Hospital will schedule employees so as to provide for one (1) weekend off in ~~two~~ (2). A weekend shall be sixty (60) consecutive hours off work during the period following the completion of the Friday shift to the commencement of the Monday shift.
 - (ii) An employee will receive premium pay (time and one half) for the **hours** worked on a weekend scheduled off **save** and except where:
 - a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or;

- b) such employee has requested weekend work; or;
 - c) such weekend is worked as the result of an exchange of shifts with another employee; or;
 - d) when specific departments have agreed to do otherwise.
- i) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or shift schedules. No premium pay shall result from such exchange of shifts.
 - j) It is understood that any of the above scheduling regulations may be waived by mutual consent of the Union and the Hospital.

TWELVE-HOUR SHIFTS - PART-TIME

- a) Shift schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.
- b) The normal daily shift shall be eleven and a quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of forty-five (45) minutes of unpaid meal time.
- c) Employees will not be scheduled to work more than three (3) consecutive shifts.
- d) A period of at least twelve hours will be scheduled off between shifts.
- e) Split shifts will not be scheduled and paid holidays and days in lieu thereof shall not be used to change shifts. **An** employee will not be required to change shifts more than once during the work week unless otherwise mutually agreed by **the** employee and immediate supervisor.
- f) All regular part-time employees must be available **to work a** predetermined schedule according to the following conditions:
 - 1) to work a minimum of forty-five (45) hours per two week period;
 - 2) available twelve (12) months a year less

the allowable vacation entitlement;

- 3) available one (1) weekend in two (2) when required by the Hospital;
- 4) available for six (6) of the following holidays, two (2) of which when required by the hospital will be those that fall between the date of May 15th to September 15th of each year:

HOLIDAYS :

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

- 5) available for Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day) on alternate years and in turn will be eligible for a minimum of five (5) days off for the above period not worked.
- g) (i) A weekend shall be sixty (60) consecutive hours off work during the period following the completion of the Friday shift to the commencement of the Monday shift.
- (ii) An employee will receive premium pay (time and one half) for the hours worked on a weekend scheduled off save and except where:
- a) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or;
 - b) such employee has requested weekend work; or;
 - c) such weekend is worked as the result of an exchange of shifts with another employee; or;
 - d) when specific departments have agreed to do otherwise.

- h) Nothing herein will preclude the Hospital from continuing its present practice of scheduling shifts of less than seven and one-half (7 1/2) hours duration.
- i) It is understood that any of the above scheduling regulations may be waived by mutual consent of the Union and the Hospital.

18.06

Implementation and Discontinuance of Extended Shifts

- i) Extended shift schedules may be implemented where the parties mutually agree to do so.
- ii) Where either party wishes to discontinue such extended shifts, the party wishing to discontinue said shift schedule shall provide the other party with no less than ninety (90) days notice.

18.07

Premium Payments

It is understood and agreed that there will be no duplication of premiums under this agreement nor pyramiding of overtime.

18.08

Overtime

- a) Authorized work performed in **excess** of seven and one-half (7 1/2) hours of work per day and/or seventy-five (75) hours of work over the scheduling period shall be considered as overtime and paid for at the rate of time and one-half the employee's straight time hourly rate of pay.

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which other provisions of the article dealing with hours of work and overtime do not apply. Notwithstanding the foregoing, overtime will not be paid for additional hours worked as a result of a change-over to Daylight Saving from Standard Time or vice versa.

- b) **An** employee may take time off in lieu of receiving overtime pay for authorized hours. Such lieu time off will be the equivalent of the premium rate the employee has earned for working overtime. Such lieu time must be scheduled on a mutually agreed basis between the employee and the Hospital. The Hospital

shall revert to payment if time off is not taken within sixty (60) days.

c) **APPLICABLE TO FULL-TIME EMPLOYEES**

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, the employee shall receive time and one half of their regular straight time hourly rate for all hours worked on their next shift. Such changes shall not be considered a lay off.

APPLICABLE TO PART-TIME EMPLOYEES

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, the employee shall receive time and one half of their regular straight time hourly rate for all hours worked on their next shift. Such changes shall not be considered a lay off.

18.09 Employees will be scheduled with Christmas time off on alternating years. This provision will not apply to areas where employees **normally** work Monday to Friday and are not normally scheduled to work on paid holidays.

18.10 **AMBULANCE ESCORT:**

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- a) Where the employee performs such duties during his regular shift, he shall be paid his regular rate of pay.

Where the employee performs such duties outside his regular shift on a day off he shall be paid the appropriate overtime rate.

- b) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at straight time or at appropriate overtime rates, if applicable under Article 18.08. It is understood that the employee shall return to the hospital or to such location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at

such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish with the employee arrangements for return travel.

- c) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE 19 - REPORTING PAY AND CALL-IN

19.01

Reporting Pay

APPLICABLE TO FULL-TIME EMPLOYEES

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

APPLICABLE TO PART-TIME EMPLOYEES

Employees who report for any scheduled shift will be guaranteed at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital. Employees scheduled to work less than four (4) hours will be guaranteed at least the scheduled hours of work or if not work is available, will be paid at least the scheduled hours.

The reporting allowances outlined herein shall not apply whenever an employee has received prior notice not to report to work.

19.02

Call-In - APPLICABLE TO FULL-TIME

An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work, will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at one and one-half (1 1/2) times the regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are

scheduled to work overtime by **reporting** to work before the commencement of their normal shift. Any calls that occur during the minimum guaranteed period will be covered by the minimum guarantee. Hours worked during call-in will be paid at time and one-half (1 1/2) the employee's regular straight time hourly rate.

Call-In - APPLICABLE TO PART-TIME

- (a) **An** employee called back to work after leaving the premises and within eight (8) hours following completion of his shift, will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at one and one-half (1 1/2) times his regular straight time hourly rate.

For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. **Any** calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

- (b) Call-in opportunities will **be** distributed as equitably as practicable among employees normally performing the work.

19.03

Stand-By

An employee who is required to remain available for duty on stand-by outside the working hours for that particular employee, shall receive stand-by pay in the amount of \$2.10 per hour for all hours of stand-by. Stand-by pay shall, however, cease where the employee is called into work under Article 19.02 above and works during the period of stand-by.

19.04

Transportation Allowance

When employees are called in from stand-by, a transportation allowance of thirty-two (.32) cents per kilometre will be paid to employees using their own vehicle.

19.05

Shift Premium

Employees shall be paid a shift premium of sixty cents (.60) per hour for all **hours** worked where the majority of their scheduled **hours** fall between 1500 and 0700 hours. Effective April 1, 1999 **forty-five** cents (.45) per hour will be **paid** as weekend premium for all hours worked between 2400 hours **Friday** and 2400 hours **Sunday**.

19.06 Responsibility Pay

When the Hospital temporary assigns an employee to carry out assigned responsibilities of a higher paying classification outside of the bargaining unit the employee shall receive an allowance of fifty cents (.50) per hour for all hours worked.

19.07 Meal Allowance

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for the second shift, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two hours (2) receive a ½ hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.

19.08 Uniform Allowance

Effective April 1, 1999 where uniforms are required, the Hospital shall provide a uniform allowance of one hundred (\$100.00) dollars per year in a lump sum payment in the first pay period of April of each year.

ARTICLE 20 - HEALTH & WELFARE BENEFITS

20.01 Extended Health Care

The Hospital **agrees** to contribute seventy-five percent (75%) of the billed premium for an Extended Health **Care** Plan - no deductible (Blue Cross or equivalent) **subject** to the terms and conditions of such plan.

The Hospital **agrees** to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital for semi-private coverage. In **addition** to the standard benefits the Hospital will provide a \$90, vision care benefit (maximum \$90.00 every 24 months) and hearing aids (maximum \$500.00 per person).

20.02 **Dental Plan**

The Hospital shall contribute (75%) of the billed premium towards coverage of eligible participating employees in the active employ of the Hospital in the group Dental Plan (Blue Cross #9 or its equivalent based on the current ODA fee schedule as it may be updated from time to time) subject to the terms and conditions of the plan. Such employee shall pay the remaining premium through payroll deductions.

20.03 The Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees under the Group Life Insurance Plan for each employee in the active employ of the Hospital.

20.04 Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the plan.

20.05 **Change of Carrier**

The Hospital may at any time substitute another carrier for any plan provided that the benefits conferred thereby are equivalent and are neither reduced or increased. Before making such a substitution the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

20.06 **PERCENTAGE IN LIEU OF FRINGE BENEFITS APPLICABLE TO PART-TIME EMPLOYEES**

- a) A part-time employee 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 including holiday pay, save and except salary, vacation pay, stand-by pay, call-back pay, reporting pay, responsibility pay, jury duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 12% of his regular straight time hourly rate for all straight time hours worked.
- b) All part-time employees must complete their probationary period to be eligible to receive the percentage in lieu of benefits.

- c) (i) It is understood and agreed that pension is included in the percentage in lieu of benefits. Regular part-time employees who enrol in the Hospital's pension plan, when eligible, in accordance with its terms and conditions shall have the percentage in lieu of benefits reduced to eight (8) percent.
- (ii) All regular part employees at Porcupine Continuing Care Centre participating in the Hospitals of Ontario Pension Plan will have their percentage in lieu of benefits red-circled at the rate which existed as of March 22, 1994.
- Any** bargaining unit employees who change their employment status to regular part-time and enrol in the Hospital's pension plan after March 22, 1994 will participate according to the provisions of Articles 20.04 and 20.06 (c) (i).
- d) It is understood and agreed that the part-time employee's hourly rate, (or straight time hourly rate), in this Agreement does not include the additional 12% which is paid in lieu of fringe benefits and accordingly the 12% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

20.07

Benefit8 on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the **same** portion towards the billed premiums of these benefit plans as is currently contributed by the hospital to the billed premiums of **active** employees. The early retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY

21.01 APPLICABLE TO FULL-TIME EMPLOYEES

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Income Plan brochure.

21.02 The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of the transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the active payroll as of the effective date will be credited with their actual service.

21.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.

21.04 Unemployment Insurance Rebate

The short term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the employer's Unemployment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Hospital will provide bulletin board space in area designated by the Hospital for the purpose of posting notices regarding meeting and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union and a copy provided to the Human Resources Director or his designate prior to being posted.

ARTICLE 23 - MISCELLANEOUS

23.01 The Hospital will share the cost of printing of this agreement with the Union on an equal share basis.

23.02 When implementing any change in rules or policies which affect employees covered by this Agreement, the Hospital will provide copies to the Local President.

23.03 **Job Sharing**

Job sharing is defined in the letter of understanding re job sharing, which is attached to this collective agreement. The introduction or discontinuance of any job sharing arrangements will be in accordance with the letter of understanding.

23.04 **USWA Humanity Fund**

Effective the first day of the month following ratification, the Hospital shall deduct and remit to the Union the equivalent of \$1.50 for each full-time employee and \$0.75 for each part-time employee for the USWA Humanity Fund. This remittance will be made on a monthly basis in accordance with the USWA Humanity Fund Plan.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

24.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury, and illness.

24.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

24.03 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 health and safety.

24.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.

24.05 Meetings shall be held every second 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.

24.06 Time off for such representatives to attend meeting of the Health and Safety Committee in accordance with the foregoing shall be granted and any representatives attending such meetings during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

24.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

24.08 **Footwear**

The Hospital will provide \$35.00 per year to each full-time and regular part-time employee who is required by the Hospital, as delineated below to wear safety foot wear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

1. Boiler Room
2. Maintenance
3. Porterage (as determined by the Hospital) heavy carts on a regular basis
4. Stores Clerk

24.09 Each employee required to use a VDT more than four (4) hours per day shall be given eye examinations at the beginning of employment or assignment to VDT's and **every** twelve (12) months thereafter.

The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 25 - CONTRACTING OUT

25.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a **layoff** of any employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with **similar** terms and **conditions** of employment is not breach of this provision.

ARTICLE 26 - WORK OF THE BARGAINING UNIT

26.01 Employees not covered by the terms of this



Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

- 26.02 Prior to utilizing volunteers the Hospital agrees to meet with the Labour Management Committee to discuss the work performed by volunteers if the work can be construed as bargaining unit work.

ARTICLE 27 - ACCESS TO FILES

- 27.01 a) A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add his/her own views to such evaluation prior to it being placed in his/her file. A copy of the evaluation will be provided to the employee at his/her request at the time of evaluation.
- b) Each employee shall have reasonable access to his/her file for the purpose of reviewing any evaluation or formal disciplinary notations therein, in the presence of his/her supervisor.
- c) Any letter of reprimand, suspension or other sanction will be removed from the records of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This agreement shall remain in force and effect until ~~March 31st, 1999~~, and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of termination or of proposed revision to the agreement.
- 28.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served this agreement and all its terms will continue in force until a new agreement is executed.

DATED AT TIMMINS, ONTARIO, THIS 7 DAY OF January, 1998.

SIGNED FOR AND ON BEHALF OF
TIMMINS AND DISTRICT HOSPITAL
TIMMINS, ONTARIO

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SIGNED FOR AND ON BEHALF OF
UNITED STEELWORKERS OF
AMERICA

AMERICA

Curry
J. P. Johnson
Sharon Ophian
Gene Davis
Kathryn Miller

LETTER OF UNDERSTANDING

BETWEEN

TIMMINS AND DISTRICT HOSPITAL

AND

THE UNITED STEELWORKERS ~~OF~~ AMERICA

JOB SHARING

1. Jobsharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise is one full-time position.
2. Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies will be posted and filled in accordance with Article 10 of the Part-Time Collective Agreement. If the vacancy is the result of a request from a full-time employee to job share, the full-time employee will occupy her half of the position and the other half will be posted in accordance with Article 10.
3. The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-Time Collective Agreement.
4. The following conditions will apply to job sharing arrangements:
 - a) JobSharers agree to share the full-time schedule as it has been prepared by the department manager.
 - b) JobSharers agree to replace each other, in the event that one job sharer is unable to work their scheduled shift due to sickness, vacation, etc.

- c) JobSharers will be responsible for ensuring coverage of all scheduled shifts.
5. Successful applicants will assume Job Sharing positions for a six (6) month trial period. During the trial period applicants can return to their former position. Upon expiry of the trial period the job sharers will become permanent.
 6. If one of the job sharers leaves the arrangement and the remaining job sharer is the original full-time employee who offered her position for job sharing she shall be provided with the option of returning to the full-time position. In order to exercise this option the employee shall submit a written request to her immediate supervisor. If the job sharer declines this option, the vacated job sharing position will be posted. If there is no successful applicant to the position, the vacated position will revert to a regular part-time position and will be posted in accordance with Article 10.
 7. When job sharers request extra shifts it is understood that the available work will be equitably distributed among all regular part-time and job sharers only after the regular part-time, excluding job sharers, have been scheduled thirty-seven and one half (37.5) hours in a two week period.
 8. Either the Hospital or the Union party may discontinue the jobsharing concept with **thirty-(30)** days notice. Upon receipt of such notice a meeting shall be held between the parties within five (5) working days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED AT TIMMINS, ONTARIO THIS 7 DAY OF Jan 1998. ^A

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

TIMMINS AND DISTRICT HOSPITAL

AND

THE UNITED STEELWORKERS OF AMERICA

The parties agree to form a joint working group to review the existing salary grids and to develop recommendations by March 31, 1999, which will ensure job classifications are internally equitable.

DATED AT TIMMINS, ONTARIO THIS 7 DAY OF Jan, 1999.

FOR THE HOSPITAL

Robert
Frank
Barbara
Billions

FOR THE UNION

John
John
Gene
John

LETTER OF UNDERSTANDING

BETWEEN

TIMMINS AND DISTRICT HOSPITAL

AND

THE UNITED STEELWORKERS OF AMERICA

The Hospital agrees to provide a copy of the FORM 7 to the Union for all employees who provide a written consent for the release of the information.

DATED AT TIMMINS, ONTARIO THIS 7 DAY OF Jan, 1998. ^a

FOR THE HOSPITAL

[Signature]
[Signature]
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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN


TIMMINS AND DISTRICT HOSPITAL

AND

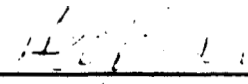
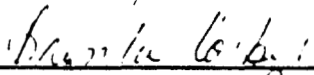
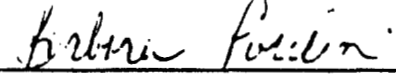
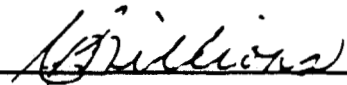
THE UNITED STEELWORKERS OF AMERICA

VACATION CANCELLATION

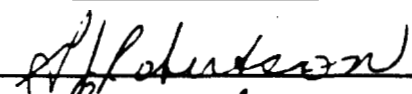
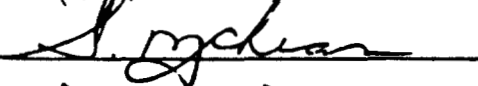
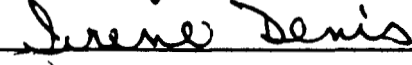
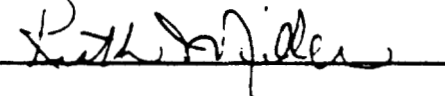
It is the Hospital's intention to honour posted vacation schedules and when interruptions are necessary due to unforeseen circumstances every consideration will be given to minimizing changes to the employees vacation plans.

DATED AT TIMMINS, ONTARIO THIS 1 DAY OF Jan 1998. 

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

TIMMINS AND DISTRICT HOSPITAL

AND

THE UNITED STEELWORKERS OF AMERICA

The Hospital will make a reasonable effort to make shifts available to regular part-time employees prior to scheduling casuals.

DATED AT TIMMINS, ONTARIO THIS 7 DAY OF June, 1998. *af*

FOR THE HOSPITAL

[Signature]
Branda [unclear]
Kristen [unclear]
[Signature]

FOR THE UNION

[Signature]
[Signature]
James Denis
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

TIMMINS AND DISTRICT HOSPITAL

AND

THE UNITED STEELWORKERS OF AMERICA

Prior to affecting any changes in rules or policies which affect employees covered by this agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.

DATED AT TIMMINS, ONTARIO THIS 7 DAY OF Jan 1998. *af*

FOR THE HOSPITAL

Richard ...
Donna ...
Barbara ...
Millions

UNION
FOR THE HOSPITAL *af*

A. Johnson
B. ...
Jane Denis
Ruth ...

SCHEDULE A

WAGE RATES - FULL-TIME/PART-TIME PAY EQUITY ADJUSTMENTS EFFECTIVE JANUARY 1, 1998

CLASSIFICATION	START	AFTER 1 YEAR/ 1725 HRS.	AFTER 2/YEARS 3450 HRS.	AFTER 3 YEARS/ 5175 HRS
Accounts Payable/Inventory clerk.	14.84	15.17	15.49	15.84
Activities Assistant	15.25	15.88	16.23	16.61
Admitting Clerk	14.32	14.65	14.99	15.32
Ambulatory Care Clerk	13.59	13.92	14.25	14.59
Base Hospital secretary	14.72	15.07	15.40	15.73
Biomedical Technician	17.54	17.95	18.37	18.82
cardiopulmonary Clerk	14.00	14.33	14.67	15.00
Carpenter	16.75	17.10	17.42	17.81
Cashier/Receptionist	13.70	14.03	14.35	14.70
Central Booking Clerk	14.82	15.16	15.48	15.82
Collection Officer	15.63	15.97	16.30	16.63
Cook	15.06	15.33	15.61	15.91
Cook's Helper	15.06	15.32	15.58	
Data Processing Operator-Bookkeeping	14.40	14.74	15.08	15.40
Diagnostic Imaging Team Leader	14.36	14.70	15.03	15.38
Diagnostic Imaging Clerk	14.02	14.33	14.69	15.02
Dietary Aide	14.54	14.83	15.02	
Dietary Lead Hand	16.31	16.64	16.98	17.33
Dishwasher Porter	14.55	14.91	15.27	
Electrician	18.25	18.77	19.27	19.84
Head Cafeteria Aide	15.70	16.02	16.26	
Head Cook	16.01	16.36	16.71	17.03
Health Records Technician	15.27	15.57	15.89	16.21
Health Records Clerk	14.05	14.38	14.67	15.00
Health Records Dictatypist	14.50	14.86	15.18	15.42
Heat/Vent/AC Technician	18.25	18.77	19.27	19.84
Housekeeping Aide (Ross)	14.01	14.28	14.46	

CLASSIFICATION	START	AFTER 1 YEAR/ 1725 HRS.	AFTER 2/YEARS 3450 HRS.	AFTER 3 YEARS/ 5175 HRS
Housekeeping Attendant	14.50	14.76	15.02	
Housekeeping Lead Hand	16.34	16.66	16.89	
Infection Control Clerk	14.24	14.51	14.82	15.12
Insurance clerk	14.05	14.37	14.71	15.04
Lab Clerk/Secretary	14.18	14.45	14.80	15.13
Laundry Aide	13.87	14.14	14.32	
M.H.U. Attendant	15.29	15.56	15.87	16.18
Maintenance Clerk	14.02	14.35	14.69	15.02
Maintenance Helper	15.01	15.33	15.64	15.95
Medical 2 Attendant	15.52	15.81	16.09	16.42
Menu Clerk	14.14	14.41	14.76	15.09
Millwright/Machine/Maintenance	18.22	18.74	19.24	19.81
Nephrology Technician	19.84			
No Family Doctor Clinic Clerk	14.32	14.65	14.99	15.32
OR/UR Aide	14.63	14.85	15.09	
OT Assistant	15.92	16.55	16.90	17.29
Orthopaedic Clerk	13.82	14.01	14.34	14.68
Painter	15.82	16.15	16.46	16.78
Patient Porter	14.06	14.29	14.54	
Payroll Officeleer	15.34	15.67	15.98	16.34
Physio Receptionist	13.67	13.99	14.32	14.76 - BR
Physiotherapy Aide	14.53	14.87	15.21	15.53
Physiotherapy Aide/Receptionist	13.59	13.92	14.25	14.59
Plumber	17.96	18.45	18.96	19.47
Program Secretary	14.96	15.29	15.62	15.94
Programmer/Analyst	16.71	17.03	17.39	17.75
Purchaser	16.80	17.13	17.50	17.86
Purchasing Clerk	14.14	14.41	14.76	15.09
Refrigeration/Air Conditioning Mech	17.63	18.09	18.60	19.08
Registered Orthopaedic Technologist	17.23	17.77	18.30	18.81
Registered Practical Nurse	17.32	17.61	17.91	18.20

Revised October 30, 1998

		1 YEAR/ 1725 HRS.	2/YEARS 3450 HRS.	3 YEARS/ 5175 HRS
S.P.D. Technician	14.97	15.20	15.43	15.66
Secretary/Receptionist-CMHS	14.02	14.35	14.67	15.02
Secretary/Receptionist-MID STEP	14.18	14.50	14.84	15.18
Secretary/Receptionist-OBSP	14.44	14.77	15.10	15.42
Secretary/Receptionist-Psychiatry	14.25	14.57	14.92	15.25
Sr. Registered Orthopaedic Tech	18.09	18.67	19.22	19.76
Stores Clerk	14.26	14.60	14.93	15.26
Student**	8.32			
Switchboard Operator	13.59	13.92	14.25	14.59
Ward Clerk	13.96	14.29	14.63	14.96
Ward Clerk (MHU)	14.06	14.39	14.73	15.06
Washer/Helper/Porter Laundry	14.58	14.80	15.04	
Workfit Medical Dictatypist	14.75	15.10	15.41	15.66

**** student Rate (No Percentage in Liew)**

Revised October 30, 1988