

**COLLECTIVE  
AGREEMENT**

**between**

**LONDON HEALTH SCIENCES  
CENTRE**

RECEIVED  
JUL 05 2007

**and**

**CANADIAN AUTO WORKERS  
(CAW)  
LOCAL 27**

12761(03)

Expiry: October 10, 2007

DATED AT LONDON, ONTARIO, THIS 22ND DAY OF APRIL  
2005.

FOR THE EMPLOYER

Selma Hijazi

FOR THE UNION

Kim Power

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## **ARTICLE 1 - RECOGNITION OF THE UNION**

- 1.01** The Hospital recognizes the Union as the sole collective bargaining agent for all its full time, regular part time, and casual employees who are employed in the City of London within the job classifications contained in "Schedule A - Wage Rates" forming part of this agreement save and except employees in the classifications: Pharmacy Technicians, Physiotherapy Technicians and Occupational Therapy Assistants at the University Campus Site of the Hospital.

## **ARTICLE 2 - GENERAL PURPOSE**

- 2.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the Bargaining Unit.
- 2.02** It is understood reference to he/she is interchangeable throughout this collective agreement

## **ARTICLE 3 - DEFINITIONS**

- 3.01** Employees will be categorized at the discretion of the Hospital in one of the following categories:
- (a) **FULL- TIME EMPLOYEE(S)** shall mean an employee in the Bargaining Unit regularly assigned to work the regular working week.
  - (b) **"REGULAR PART-TIME EMPLOYEE(S)"** shall mean a part-time employee in the Bargaining Unit who has made a written commitment to the Hospital to be available for work the year round, on some predetermined basis as required and determined by the Hospital and in respect of whom there is predetermined scheduling.
  - (c) **"CASUAL EMPLOYEE(S)"** shall mean a part time employee in the Bargaining Unit who has made a written commitment to the Hospital to be available for work on call as required. Subject to Article 11.02 (j), the employee has the right to accept or decline the offer of work each time he is called.

#### **ARTICLE 4 - PROBATIONARY PERIOD**

- 4.01** A newly hired employee will be considered on probation until after he has worked 337.5 hours as an employee in the Bargaining Unit. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list. It is understood that probationary period commences following the normal orientation period as defined by the hiring department. It is further understood that the normal orientation period cannot exceed 4 weeks.

#### **ARTICLE 5 - RELATIONSHIP**

- 5.01** The Hospital agrees that for the duration of the Agreement, it will not enter into any other agreement or contract with any of the employees in the bargaining unit either individually or collectively which is contrary to the provisions of this Agreement.
- 5.02** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of his/her membership or non-membership in the Union either of which is hereby recognized as a voluntary act on the part of the individual concerned.
- 5.03** It is further agreed that there shall be no solicitation of members, collection of dues or other Union activity on the premises of the Hospital except as permitted by the Agreement or specifically authorized by the Hospital in writing,
- 5.04** Each of the parties hereto agree there will be no discrimination against any employee by either party with respect to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as set forth in the Human Rights Code of Ontario.

#### **5.05 WORKPLACE HARASSMENT**

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are

expected to treat others with courtesy and consideration and to discourage harassment. Ref. Ontario' Human Rights Code, Sec. 10(1).

Harassment may take many forms including verbal, physical or visual. Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including inappropriate remarks, gestures, graphics or jokes. Some examples of harassment are:

- Objectionable remarks, innuendoes or taunting about a person in relation to his or her racial or ethnic background, colour, place of birth, religion, or any other prohibited grounds of discrimination;
- Displaying material that is racist, derogatory or objectionable in relation to any of the prohibited grounds;
- Refusing to converse or work co-operatively with an employee because of racial or ethnic background or any of the other prohibited grounds of discrimination;
- Insulting gestures, graphics or jokes, based on a person's sexual orientation or any other prohibited grounds, that cause embarrassment or discomfort.

The parties agree that harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline.

If an employee believes that she/he has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, she/he may request the assistance of the manager or a Union Representative. If the unwelcome behaviour was to continue, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The parties agree that an employee may have a representative of the

Union with them throughout the process, if requested.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01** 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 set forth in the Labour Relations Act, as amended.

#### **ARTICLE 7 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

The Union acknowledges that it is the exclusive function of the Hospital to:

- 7.01** Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Management agrees to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.
- 7.02** Hire, discharge, direct, assign, transfer, promote, demote, discipline, or retire employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee within the Bargaining Unit who has completed his probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- 7.03** To successfully operate the Hospital as a public institution intended to provide adequate Hospital and Clinical Services to patients in a manner consistent with the obligation of the Hospital to the general public in the area which will not be interfered with by this Agreement.
- 7.04** The Hospital agrees to inform the Union of changes in Hospital policies directly affecting employees' working conditions before such changes are implemented. These policies shall not be in conflict with the Collective Agreement.

#### **ARTICLE 8 - UNION REPRESENTATION**

- 8.01** The Hospital acknowledges the right to the Union to appoint or otherwise select a Union Committee of up to nine (9) employees. The Hospital will recognize and deal with the Union Committee on any matter arising out of this Agreement including the settlement of complaints and grievances and will negotiate and deal with the Union

Committee with respect to the negotiations for a renewal of this Collective Agreement. It is also agreed that separate meetings will be held for complaints or grievances and negotiations for a renewal of this Agreement.

- 8.02** The Hospital acknowledges the right of the Union to appoint or otherwise select stewards based on one (1) steward for each fifty (50) employees in the Bargaining Unit.
- 8.03** The Union acknowledges and agrees that members of the Union Committee and stewards have regular duties to perform in connection with their employment and that only such times as will not interfere with the performance of duties of employment can be granted by the Hospital supervising staff.
- 8.04** Effective no later than October 30, 2002, the hospital will provide office space at each of its campuses for use by the union committee. It is understood that such space is allocated pursuant to and is subject to the space allocation and operational policies of the Hospital.

On a one-time only basis, the Hospital will provide two additional computers in order to provide e-mail access at all three sites. A telephone will be provided at each site and a common voice mail address will also be supplied. Use of the e-mail system and the telecommunication equipment is subject to the Hospital's Information Management policies and procedures as may be established from time to time.

- 8.05** The Union Committee member or Steward will first obtain the Supervisor's permission before undertaking union business. When such union business has been completed, the employee will advise the Supervisor.
- 8.06** (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at Union/Management meetings, and contract negotiation meetings between the parties up to and including conciliation whether on or off the Hospital premises, for which permission has been granted. Designated Union Committee members involved in negotiation meetings will not be expected to report for duty on the day negotiations are held.



- (b) Up to three (3) members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall, for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under Section 48 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.
- (c) For any unpaid time off from regularly scheduled working hours under this provision, the Union Committee member's salary and applicable benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

**8.07** It is agreed that a representative of the Local and/or National Union may be present with the Union Committee at any meeting with the Hospital.

**8.08** The Union shall keep the Hospital notified in writing of the names of the members of the Union Committee and stewards and will keep such a list up to date at all times.

**8.09** The Union Committee and the Hospital shall meet each month at times mutually agreed on providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter for either party to the other containing an agenda of the subjects to be discussed. Such meeting will be held within ten (10) working days after one party notifies the other.

**8.10** Off duty time spent by Union members at Joint Committee meetings will be recorded. Individuals will be allowed to accumulate straight time rates and to take corresponding paid time off with the agreement of their manager.

**8.11** The Hospital agrees to retain the Union Chairperson at work during his or her respective term of office during layoffs, provided the Union Chairperson is qualified to perform available work.

**8.12** The Hospital agrees to grant paid leave equal to 15 hours each month to the Union Chairperson for the purpose of dealing with issues arising between the parties. It is understood that during such paid time the Union Chair receiving this payment will be accessible to the

membership and/or Hospital representatives to discuss issues that may arise between the parties.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement.

**9.02** 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 having originated or occurred.

If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) calendar days, the employee may proceed with the grievance procedure within ten (10) calendar days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the immediate supervisor to attempt to adjust his complaint.

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

### **Step No. 1**

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his immediate Supervisor or designate. The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the agreement which are alleged to have been violated. The immediate Supervisor or designate will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

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## **Step No. 2**

Within five (5) calendar days following the decision under Step No. 1, the grievance must be submitted to the Manager of Labour Relations or designate to be discussed at a meeting between the Manager of Labour Relations or designate, the said Steward, the grievor(s), and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Manager of Labour Relations or designate shall give her written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

### **9.04 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 No. 2 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 2 within ten (10) working days, it may be submitted to Arbitration in accordance with Article 10. 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 bypassed except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

### **9.05 Discharge Grievance**

- (a) A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge.
- (b) An employee who has not completed the probationary period, may be terminated on the basis of fair and proper assessment of suitability for employment with the Hospital, but which action may not be taken up as a grievance.

- (c) It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified in writing of the dismissal of the employee.

**9.06 Group Grievance**

Where two or more employees have grievances of a similar nature, and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

- 9.07** Where an employee has a grievance arising out of the job posting provisions under Article 28, which involves a position outside of the employee's department, layoffs or recalls under Article 12, such grievance shall be submitted at Step 2 of the grievance procedure within ten (10) calendar days of the circumstances giving rise to the grievance.

- 9.08** 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.

- 9.09** Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Hospital's responsibility to inform the employee of his right to request such representation.

**ARTICLE 10 - ARBITRATION**

- 10.01** If the Hospital or the Union requests that a grievance be submitted to Arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement.

The parties agree that a sole Arbitrator shall hear all grievances that have been processed to Arbitration. The parties mutually agree to the following roster of six (6) Arbitrators:

Gail Brent  
Michel Picher  
Paula Knopf  
Morton Mitchnick  
Kevin Burkett  
Frank Reilly

Grievances will be referred for hearing to one of the Arbitrators on the roster, in rotation.

Notwithstanding the foregoing, if either party wishes to utilize a Board of Arbitration, they shall notify the other party of same and at the same time name a nominee.

Within seven (7) calendar days hereafter, the other party shall name a nominee, provided however that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the opposite party.

The Chairperson of the Board of Arbitration will be the Arbitrator on the agreed to roster who is next on the rotation.

- 10.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10:03** No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the complaint and grievance procedure within the time limits and in the manner provided. It is understood such time limits may be extended with approval of both parties.
- 10.04** The Arbitrator/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 this Agreement.
- 10.05** 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 employee or employees concerned.

- 10.06** Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 10.07** The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time 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 48(16) of the Labour Relations Act.
- 10.08** Where the Arbitrator/Board of Arbitration determines that an employee has been discharged or disciplined for cause, the Board may substitute such other penalty for the discharge or discipline as to the Board seems just and reasonable in all the circumstances.

#### **ARTICLE 11 - SENIORITY & SERVICE**

- 11.01** (a) Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Hospital since the date he was last hired into this Bargaining Unit. Seniority will be based upon the time the employee spends within the Bargaining Unit and any time **spent** outside the Bargaining Unit will not count towards seniority in the Bargaining Unit. Seniority will not mean all time spent with the Hospital only the time spent in the Bargaining Unit where the Collective Agreement is in force.
- (b) Regular full-time employees who have completed the probationary period will be credited with seniority based on their hire date into the Bargaining Unit from their date of last hire.
- (c) Regular part-time and casual employees who have completed the probationary period will be credited with seniority based on the actual number of hours worked within the Bargaining Unit from their date of last hire.
- (d) Seniority will be credited to all employees in the Bargaining Unit based on the formula that 1650 hours of part-time seniority equals one (1) year.
- (e) Seniority once calculated, will flow along with service between

full-time and part time and vice versa.

**11.02 (a)** An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) Has been laid off for thirty (30) calendar months or 12 calendar months in the case of employees with less than one year of seniority.
- (b) resigns;
- (c) is discharged and not reinstated through the grievance and arbitration procedure;
- (d) is retired;
- (e) 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 for the absence.
- (f) has been laid off and is recalled and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail to his last address on the records of the Hospital;
- (g) fails to return to work upon the expiration of a leave of absence granted by the Hospital without permission in writing from the Hospital.
- (h) utilizes a leave of absence for a purpose other than that for which it was granted, unless specifically permitted to do so by the Hospital in writing,

**11.02 (b)** A casual employee shall lose all service and seniority and shall be deemed to have terminated if :

- (i) he/she cannot be contacted for a period of three (3) weeks unless the employee notifies the Hospital in accordance with the established policy.
- (ii) he/she refuses three (3) consecutive offers of work or a total of twelve (12) offers of work within any twelve (12) month period.

**11.03** Seniority lists of employees as of January 1st according to the records of the Hospital will be posted on the official Union bulletin boards in the Hospital on or before February 1st of each year. Seniority lists of employees as of July 1st according to the records of the Hospital will be posted on the official Union bulletin boards in the Hospital on or before August 1st of each year.

When supplying seniority lists to the Union Committee, the Hospital will include a list of employees in the bargaining unit showing classification and employment status.

**11.04** Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the current date of posting.

**11.05** The Hospital will supply copies of the seniority lists to the Union Committee and the Local Union Office.

**11.06** The calculation of continuous service in the bargaining unit will be based on:

(a) last date of hire for full time employees or

(b) hours of work for regular part time and casual employees on the basis of 1650 hours worked equals one (1) year of service.

**11.07** In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is in receipt of (i) sick pay benefits under the Hospitals of Ontario Disability Income Plan, or (ii) is in receipt of, or has qualified for and is awaiting payment of Workers' Compensation Benefits, for an absence in excess of thirty



(30) continuous calendar days, or (iii) receipt of long term disability benefits under the Hospital's of Ontario Disability Income Plan:

- (a) In the case of (i) above, seniority shall continue for a maximum of twelve (12) months and in the cases of (ii) and (iii) above, seniority shall continue for a maximum of thirty (30) months.
- (b) The Hospital will maintain its share of subsidized employee benefits for a maximum period of fifteen (15) weeks from the first day of the absence.

**11.08** The current continuous service date for employees in the Bargaining Unit will be deemed to be the correct continuous service date as at the effective date of this agreement.

#### **ARTICLE 12 - LAYOFF AND RECALL**

**12.01** (a) i) There shall be at least four (4) months notice to the Union in the event of a proposed layoff of a permanent or long term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

ii) 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 and any subsequently displaced employee of any subsequent layoff.

(b) In the event of a layoff of a permanent or long term nature, the Hospital will provide affected employees with four (4) months notice of layoff or pay in lieu thereof.

**12.02** 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.

**12.03** Layoff notice shall not be required if the layoff occurs because of emergencies - for example -fire, power failure, act of God, equipment breakdown or any other condition beyond the reasonable control of the Hospital.

**12.04** (a) A layoff shall not include a reassignment of an employee (who would otherwise be entitled to notice of layoff) from her or his

classification provided:

- i) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee's skills, abilities, qualifications and training or training requirements;
- ii) the reassignment of the employee does not result in reduction of the employee's wage rate or hours of work;
- iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- b) Any vacancy to which an employee is reassigned pursuant to paragraph (a) need not be posted.
- c) It is understood and agreed that a full time employee who was reassigned in accordance with paragraph 12.04 a) above will have the right to return to the classification he or she held prior to the reassignment should a full time opening arise within that classification within a period of twenty-four (24) months from the date of the reassignment.
- d) It is understood and agreed that a regular part time employee who was reassigned in accordance with paragraph 12.04 a) above will have the right to return to the classification he or she

held prior to the reassignment should a regular part time opening arise within that classification within a period of twenty-four (24) months from the date of the reassignment.

**12.05**

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

- (a) A Full Time employee who is subject to layoff shall then have the right to either:
  - i) accept the layoff; or
  - ii) displace a Full Time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff has the ability and qualifications to perform the duties of the lower or identical paying classification with training. The Hospital will provide such training to a maximum of two hundred and twenty-five (225) or six (6) weeks as necessary for the purpose of allowing an employee to satisfactorily assume the new duties. The amount of training necessary and required shall be determined by immediate Supervisor after discussion with the employee and the Bargaining Agent involved; or
  - iii) If the laid off Full Time employee is the most junior Full Time employee, such employee may displace the most junior Regular Part Time employee in the bargaining unit subject to the employee having the ability and qualifications to perform the duties of the position and having more seniority than the individual being displaced regardless of the hours of work of this position.

Such employee so displaced shall be laid off subject to his or her rights under this section

- (b) A Regular Part Time employee who is subject to layoff shall then have the right to either:

- i) accept the layoff; or
- ii) displace a Regular Part Time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff has the ability and qualifications to perform the duties of the lower or identical paying classification with training. The Hospital will provide such training up to a maximum of two hundred and twenty-five (225) hours or six (6) weeks as necessary for the purpose of allowing an employee to satisfactorily assume the new duties. The amount of training necessary and required shall be determined by the immediate Supervisor after discussion with the employee and the Bargaining Agent involved; or
- iii) if the laid off Regular Part Time employee is the most junior Regular Part Time employee, such Regular Part Time employee may displace the most junior Full Time employee in the bargaining unit subject to the employee having the ability and qualifications to perform the duties of the position and having more seniority than the individual being displaced regardless of the hours of work of this position.

Such employee so displaced shall be laid off subject to his or her rights under this section.

- (c) Only when an employee has exhausted the layoff process under points (a) and (b) above would he have the right to displace an employee in a higher paying classification; provided the displacing employee is immediately qualified to perform the duties of the position and has more seniority.
- (d) The decision of the employee to choose an option outlined in 12.05 (a), (b) or (c) above shall be given in writing to the designated Hospital representative within seven (7) calendar days following the notification of layoff. Employees failing to do so will be

deemed to have accepted the layoff.

**12.06** For greater clarity, in exercising a right to displace another Full Time or Regular Part Time employee in accordance with the provisions described above, a laid off or displaced Full Time or Regular Part Time employee who seeks to displace an employee in a classification which required the incumbent to hold a certificate or license, such employee must currently hold any such certificate or license and must present such certificate or license to the designated Hospital representative at the time of interview for such classification.

**12.07** **RECALL**

a) Where a position or positions become available in a classification and status in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification and status from which they were laid off within thirty (30) calendar months, or twelve (12) calendar months in the case of employees with less than one year of seniority, in order of seniority, provided that he then has the ability to perform the available work.

b) Where a position or positions become available in a classification and status in which the displacement occurred, employees who retain seniority shall be recalled to positions in the classification and status from which they were displaced as a result of the exercise of the displacement procedure for a period of six (6) months in the order of seniority, provided that he then has the qualifications and ability to perform the work.

**12.08** No new employee shall be hired in the classification and status in which a layoff has taken place until all laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.

**12.09** a) Full Time employees on notice of layoff or actually on layoff shall be given preference for temporary full time vacancies occurring in their own classification, which are expected to last for at least three (3) months provided he has the bona fide qualifications and ability to perform the work. The Full Time employee who has been offered such full time vacancy shall not be required to accept such offer.

- b) Regular Part Time employees on notice of layoff or actually on layoff shall be given preference for temporary regular part time vacancies occurring in their own classification, which are expected to last for at least three (3) months provided he has the bona fide qualifications and ability to perform the work. The Regular Part Time employee who has been offered such temporary vacancy shall not be required to accept such offer.
- c) Laid off Full Time and Regular Part time employees accepting temporary work will have their recall period extended by the period of time actually worked.

**12.10** In the event of a layoff of a Full Time employee, such employee will be provided equivalent benefit coverage on the same basis as is provided to active employees for semi-private, extended health and dental benefits as defined in the Collective Agreement not to exceed three (3) months following the month in which the layoff occurred.

**12.11** Article 12 shall not apply to casual employees.

### **ARTICLE 13 - UNION SECURITY**

**13.01** The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement 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 regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union dues will be deducted from the employees' pay on the first pay of each month, and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the last day of the same month.
- (d) i) The Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and current addresses and telephone numbers of those employees for

whom deductions were made, showing the amount deducted, as well as the names, addresses, phone numbers, classifications, and dates of hire of those employees hired in the preceding month.

- ii) It is understood that an employee may request that his address and phone number not be provided to the Union. Such request shall be provided to the Hospital in writing.

**13.02** Regular monthly Union dues referred to in this article shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

**13.03** The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

**13.04** A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 30 minutes during the employee's Corporate orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative, the Union and the Collective Agreement.

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

**13.06** Paid Education Leave

The Hospital agrees to pay fifteen hundred dollars (\$1,500.00) on April 1, 2005, a further fifteen hundred dollars (\$1,500.00) on October 11, 2005 and a third payment of fifteen hundred dollars (\$1,500.00) on October 1, 2006 into a special fund for the purpose of providing paid education leave. Such leave will be for upgrading the employees' **skills** in all aspects of trade union functions. Such payments will be paid into a trust fund established by the National Union (CAW) effective following the date of ratification, and sent to the following address:

CAW National Secretary Treasurer  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

The Hospital further agrees that members of the bargaining unit selected by the Union to attend such course, may be granted a leave of absence without pay provided the employee can be spared having due regard for the proper operation of 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 one (1) month prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. Said leave of absence will not exceed twenty (20) days and shall be intermittent over a twelve (12) month period from the first day of the leave.

An employee will be credited with seniority during an unpaid leave of absence during such leave.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

##### **14.01**

- (a) The regular work day for employees is defined as consisting of seven and one-half (7 1/2) consecutive hours with a one-half (1/2) hour unpaid lunch break. The regular work week is defined as thirty-seven and one-half (37 1/2) hours per week exclusive of unpaid meal times during a bi-weekly period.
- (b) The regular work day for working extended tours is defined as consisting of eleven and one quarter (11 1/4) consecutive hours with three quarters (3/4) hour unpaid meal break(s).
- (c) Notwithstanding articles 14.01 (a) and (b) the regular work day for Engineers (i.e. 2nd Class, 3rd Class, 4th Class and Building Engineers) may consist of:
  - (i) Eight (8) consecutive hours (which includes 30 minutes of paid mealtime); or
  - (ii) Twelve (12) consecutive hours (which includes 45 minutes of paid meal time).
- (d) The minimum scheduled shift shall be four (4) hours except for the current practice of employees working in Vivarium, Food Services and PSA's working in Dialysis at Westminster Campus



where the minimum scheduled shift may be less than four (4) hours but no less than three (3) hours.

**14.02**

- (a) For employees working a regular work day of 7 1/2 hours, all authorized time worked in excess of 7 1/2 hours in a day or 75 hours in a two week pay period, exclusive of meal time, shall be considered as overtime and be paid at the rate of time and one-half the employee's straight time hourly rate of pay.
- (b) For employees working extended tours, all authorized time worked in excess of 11 1/4 hours a day or 37 1/2 hours per week averaged over the scheduling periods, shall be paid at time and one-half the employee's straight time hourly rate of pay.
- (c) Notwithstanding articles 14.02 (a) and (b) where engineers are working either a work day of 8 hours or 12 hours in accordance with article 14.01 (c) overtime will be payable for all authorized time worked in excess of;
  - (i) Eight (8) hours in a day or eighty (80) hours in a bi-weekly pay period where the engineer is working a regular work day of eight (8) hours; or
  - (ii) Twelve (12) hours in a day or an average of eighty (80) hours bi-weekly over the scheduling period where the engineer is working a regular work day of twelve (12) hours.

**14.03**

Subject to the need for assigning work with a minimum of delay, the Hospital agrees to equalize overtime work opportunities on a continuing, ongoing basis among all full time employees, within a classification and work area or department, who are qualified and normally perform the required work.

The procedure to be followed in equalizing the overtime work opportunities will be to offer such work opportunities first to the most senior employee within the classification and work area or department concerned and then move on down the list of employees in order of seniority until an employee has accepted the overtime offer. When the next overtime work opportunity becomes available it will first be offered to the employee on the list who is immediately below the last employee who accepted overtime and if he/she refuses the offer, the Hospital will then move on down the list until an employee accepts the offer.

The Hospital will keep a record of all overtime hours offered. Hours offered but not worked will be considered as hours worked. For computation and equalization purposes, new employees in a classification and work area and department concerned will be deemed to have the equivalent hours of the highest overtime worked by an employee in the classification and work area or department to which they are assigned.

The employer agrees to prepare overtime lists which will show overtime hours offered and accepted by employees within a classification and work area or department. These lists will be posted within the various work areas or departments every four weeks.

In the event an employee is overlooked in carrying out the equalization procedure as set out above, that employee will head the list for the next scheduled overtime work opportunity within his/her classification and work area or department concerned notwithstanding any other provision in this agreement.

At the end of a calendar year all overtime hours worked by employees in excess of the overtime hours worked by the employee with the lowest number of overtime hours in the classification and work area or department concerned will be charged into the new year. The lowest employee will return to zero hours.

Where an employee has worked and accumulated overtime hours up to a maximum of the equivalent of 5 - 7.5 hour days accumulation at any one time, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. Any such time off must be scheduled at time mutually agreeable to the employee and the Hospital. Any banked time that is not scheduled prior to December 31<sup>st</sup> will be paid out.

**14.04** Employees shall report for work, in accordance with the established department policy, in uniform ready for work at the designated hour and place, and remain in uniform for the full shift.

**14.05** (a) Work schedules of four (4) weeks duration for full time and regular part time employees shall be posted at least four (4) weeks in advance subject to call-ins. The Hospital will notify the affected employees of any changes therein. The Hospital will

endeavour to keep such changes to a minimum.

- (b) The Hospital will arrange work schedules for full time and regular part time employees so that days off will be:
  - i) consecutive on a rotating basis with not more than seven (7) days between days off; or
  - ii) split with less than seven (7) days between days off
- (c) The Hospital will schedule at least one (1) weekend off in three (3) for full time employees averaged over the period of the rotating schedule. The Hospital will endeavour to schedule regular part time employees at least one weekend off in three.
- (d) Any exceptions of the foregoing sub-paragraphs (b) and (c) will be by mutual agreement between the Hospital and the employees concerned. Prior to implementing any agreement to an exception between the Hospital and the employee, the Hospital will consult with the Union.
- (e) For full time and regular part time employees, a period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts (i.e. two (2) days) shall be scheduled following scheduled night shifts.
- (f) For full time and regular part time employees, it is agreed that regular work schedules shall not include split shifts.

**14.06**

- (a) For employees working extended hours, on rotation of shifts in accordance with the regular schedule, there shall be an interval of eleven and three quarter (11 3/4) hours between shifts. This article does not apply to casual employees who have the option of accepting or rejecting offers of employment
- (b) Scheduled days off for full time employees working extended tours will be mutually agreed upon between the employee and his/her department head.
- (c) The Hospital will endeavor to schedule one (1) weekend off in two (2) and will guarantee one (1) weekend off in three (3).

- (d) A period of no less than four (4) consecutive tours (i.e., two (2) days off) shall be scheduled following scheduled night shifts.

**14.07**

- (a) Casual employees, as defined by this collective agreement, will be assigned work by the department head to meet the needs of the Hospital. Casual employees shall be notified of their assigned duties as quickly as possible. The Hospital cannot guarantee a minimum number of daily or weekly hours of work.
- (b) The Hospital agrees to review the utilization of casual employees with the Union, for the purpose of ensuring effective use of full and regular part-time staff.

**14.08**

Work schedules specifically for full-time employees employed as Registered Practical Nurses (RPN) and Operating Room Technicians (ORT) shall be posted at least four weeks (4 weeks) in advance and will adhere to the following objectives:

- (a) Four (4) days off shall be scheduled in a two (2) week period.
- (b) Two (2) consecutive days off at a time shall be scheduled unless otherwise by mutual consent.
- (c) Scheduling shall provide for not more than seven (7) days between days off.
- (d) On rotation of shifts, in accordance with the regular schedule, there shall be an interval of sixteen (16) hours prior to commencement of the next shift or time and one-half (1 1/2) shall be paid for all authorized hours worked during such sixteen (16) hour period.
- (e) It is agreed that regular work schedules shall not include split shifts. In cases of emergencies when the employee is required to work a split shift, overtime rates shall be paid for those authorized hours worked after the end of the regularly scheduled shift.
- (f) The Hospital shall provide at least forty-eight (48) hours notice of change of schedule to the employee concerned, resulting from sickness, and emergency situations, and in any event the Hospital will endeavour to keep such changes to a minimum. If schedule changes are made without such notice, the first altered

shift worked by an employee within the forty-eight (48) hour period shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

- (g) Requests by employees for changes in schedule must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the employee willing to exchange. Such requests shall be considered by the relevant manager, designate, or other Hospital authority, and where approval is given, it shall be in writing. It is understood that any such changes shall not result in any overtime or premium payment.
- (h) The Hospital will guarantee to schedule one (1) weekend off in three (3).
- (i) An employee will receive time and one-half (1 1/2) his/her regular straight time hourly rate for all hours worked at one third (1/3) consecutive and subsequent weekend save and except where:
  - (i) such weekend has been worked by the employee to satisfy specific days off requested by such employee or
  - (ii) such employee has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of shifts with another employee
- (j) A period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts (i.e. two (2) days) shall be scheduled following scheduled night shifts.
- (k) The foregoing provisions (14.08(a) through (j) inclusive) shall be waived during the period from mid December to mid January (two (2) rotations, i.e. four (4) weeks) in order to facilitate scheduling of time off for Christmas Day and New Year's Day.

**14.09**

For Registered Practical Nurses (RPN) and Operating Room Technicians (ORT), it is understood that at the change of shift there may be additional time required for reporting which shall be considered to be part of the regular work day for a period of up to fifteen (15) minutes duration. Should the reporting time extend

beyond fifteen (15) minutes, the entire period will be considered overtime.

**14.10** Employees shall not gain or suffer any loss of earnings as a consequence of changes in time from daylight saving to standard or vice-versa.

**14.11**

#### PART TIME SCHEDULING

##### UTILIZATION OF CASUAL EMPLOYEES

- (1) The hours of work for part time employees shall be as scheduled by the Hospital but the Hospital does not guarantee any hours of work, in any week, for any part time employee.
- (2) Subject to the foregoing, the Hospital will first schedule regular part time employees for known available shifts within their classification and work area or department equitably during each upcoming four (4) week scheduling period, up to a maximum of 45 hours for each regular part time employee during each 2 week pay period. Schedules will be posted four (4) weeks in advance of the relevant four (4) week scheduling period.
- (3) The intent of the parties is that each regular part time employee must work the hours assigned in each scheduling period.
- (4) Should extra shifts for part time employees in a given 2 week pay period become available following the posting of the schedule, such shifts will be assigned equitably to those regular part time employees within their classification and work area or department who were not originally scheduled up to 45 hours during the relevant 2 week pay period, in order to bring their total hours of work within the relevant 2 week pay period to 45.
- (5) When all regular part time employees have been scheduled for 45 hours in a given 2 week pay period within their classification and work area or department, any extra shifts that become available within that classification and work area or department during this 2 week pay period will be offered equitably to casual employees within the classification and work area or department provided that no casual employee will be offered more than 45 hours of work in a given 2 week pay period initially.

- (6) When all regular part time employees and casual employees within a given classification and work area or department have been scheduled, or, in the case of casuals, scheduled or offered 45 hours of work in a given 2 week pay period, any additional shifts that become available within that classification and work area or department during this 2 week pay period will be offered equitably, on the basis of seniority, to part time employees (irrespective of whether they are regular part time or casual) within the classification and work area or department concerned.

Regular part time employees who do not wish to work additional shifts shall notify their Co-ordinator in writing by April 1st and October 1st each year.

The intention of the parties is to distribute these additional shifts to employees who then have the bonafide qualifications and the ability to perform the work, as equitably as possible over the course of the Hospital's fiscal year.

Four (4) week schedules for Regular Part Time and Casual employees (which will also include information concerning shifts offered) will be posted every four (4) weeks, in arrears, for informational purposes in mutually agreeable locations.

Hence, the practice of the Hospital will be to continue on down the seniority list in subsequent pay periods starting with the name below the name of the employee who was offered the last additional shift during the previous pay period, and once the bottom of the seniority list is reached, the Hospital will go back to the top and move on down again.

It is understood and agreed that, for the purposes of equitable distribution of these additional shifts, a shift offered to or refused by an employee will be considered to be a shift worked. For clarity, a shift will be deemed offered when a call is placed to an employee.

- (7) Regular Part Time and Casual employees who are interested in being available for work in their own work area or department within their own classification but at a different site and who have the bona fide qualifications and ability to perform the work, will notify the Employer in writing. Such Regular Part Time and Casual employees will be offered shifts in their own work area or department within their own

classification at the different site if the regular part-time and casual employees who normally perform the work at that site are not available.

- (8) Regular Part Time employees who have not notified their Co-ordinator in writing (as provided in paragraph 6 above) that they do not wish to work additional shifts over and above 45 in a 2 week period will be expected to work whatever additional shifts are offered to them.
- (9) A regular part time employee or a casual employee who declines an offer to work a shift which commences less than eleven and three quarter (11 3/4) hours following completion of his/her most recent shift worked, will not have this refusal counted for purposes of Article 11.02(j) and the equitable distribution of shifts pursuant to the Part Time Scheduling provisions.
- (10) It is agreed that, at the Union's request, the Hospital will review with the Union Chairperson or designate, on a quarterly basis, any specific individual concerns regarding the distribution of additional shifts.

#### **ARTICLE 15 - REST PERIODS**

- 15.01** All employees working a shift of four (4) hours will be allowed a rest period of fifteen (15) minutes without loss of pay at times to be determined by the Hospital. All employees working a seven and one-half (7 1/2) or eight (8) hour shift will be allowed two (2) periods of fifteen (15) minutes each without loss of pay at times to be determined by the Hospital.
- 15.02** All employees working extended hours are allowed paid break(s) totalling forty-five (45) minutes.

#### **ARTICLE 16 - WAGES**

- 16.01** The wages of employees shall be those set out in Schedule "A" attached hereto, which shall form part of this Agreement.
- 16.02** The Hospital agrees to pay and the Union agrees to accept the wage rates set forth in Schedule "A" attached to and forming part of this Agreement.



**16.02 (a)** Pay Equity Maintenance

The parties have negotiated this agreement with pay equity in mind and are satisfied that this Collective Agreement maintains pay equity for members of this bargaining unit up to the date of the signing of this Collective Agreement. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of bargaining.

**16.03** The Hospital shall contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity. Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.

**16.04** The Hospital agrees that wages shall be paid on a regular pay day being every second Friday, but when interfered with by the occurrence of a Paid Holiday, employees will be paid on the previous day.

**16.05** Charge Hands so designated, shall receive in addition to the regular straight time rate of pay prescribed in Wage Schedule "A", .70 cents per hour.

**16.06** 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 Wage Schedule "A" - Wage Rates, of this Collective Agreement.

**16.07** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new 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 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 occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. 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 Arbitrator/Board of Arbitration shall be based on the relationship established by comparison with the rates

for other classifications in the Bargaining Unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

#### **ARTICLE 17 – SUPERVISORY PREMIUM**

Effective date of ratification (April 25, 2005) this provision will be deleted.

#### **ARTICLE 18 -TRANSFERS**

- 18.01 If an employee is transferred permanently to a higher rated job classification, the employee shall receive not less than the rate that the employee was receiving at the time of the transfer or the starting rate of the job in to which the employee is being transferred, whichever is higher and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".
- 18.02 If an employee is permanently transferred to a lower rated classification he shall move to the increment scale in the lower rated classification based on his seniority.
- 18.03 An employee who is temporarily transferred by the Hospital to a lower rated job classification shall receive the pay rate he was receiving at the time of the transfer.
- 18.04 An employee who is temporarily transferred by the Hospital to a higher rated job classification shall receive the next highest pay rate in the job classification to which he is transferred, as provided in Schedule "A". The employee shall receive the higher rate of pay for all hours worked in the higher rated classification.
- 18.05 When an employee transfers from one classification to another where the wage scale is equal to the new class, he or she shall be paid at the rate set out in the wage schedule for such classification so that he or she will not be earning less money than prior to the transfer.

#### **ARTICLE 19 - REPORTING PAY**

- 19.01 Effective date of ratification, 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 a labour dispute or conditions beyond the control of

the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

## **ARTICLE 20 - CALL BACK PAY**

- 20.01** A full time 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 time and one half (1 1/2) 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.
- 20.02** In lieu of call-back pay, a full time employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 20.01.
- 20.03** A full time employee who is called in to work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift.
- 20.04** A full time employee who is called upon as a replacement for an absent employee after the absent employee's shift has started, shall be paid from the time the employee started on the absent employee's shift to the completion of the absent employee's shift.
- 20.05** Call-backs to and from the Hospital shall be paid in total by the Hospital as follows:
- LTC Bus - Fare paid in full;
  - Personal Auto - Five Dollars (\$5.00) per round trip;
  - Taxi Service - Fare paid in full upon submission of appropriate receipts.
- 20.06** Where an employee is called at home to assist with a problem and does not report for work, an allowance of two (2) hours straight time pay or time off in lieu will be paid.

**ARTICLE 21 - STANDBY PAY**

**21.01** The Hospital agrees to pay \$2.50 per hour to employees required to standby or remain available for call-in duty. Effective April 1, 2005 this amount will be \$2.75 per hour. Effective April 1, 2006 this amount will be \$3.00 per hour. Standby pay shall cease where the employee is called in to work under Article 20 and works during the period of standby.

**ARTICLE 22 - SHIFT PREMIUM AND WEEKEND PREMIUM**

**22.01** Each employee shall receive a shift premium as set out below for each shift which commences between 1400 - 2400 hours. When an employee commences work at or prior to 1400 hours, he/she is paid the shift premium for all hours worked after 1400 hours, providing the majority of the normal shift hours are worked after 1400 hours. Shift premium is in addition to any other applicable premium, but shall not be pyramided by any overtime payment.

October 11, 2004	\$0.65 cents per hour
Effective April 1, 2005:	\$0.70 cents per hour
Effective April 1, 2006:	\$0.75 cents per hour
Effective April 1, 2007 :	\$0.80 cents per hour

**22.02** Each employee is to be paid a weekend premium as set out below per hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium is in addition to any other applicable premium but shall not be pyramided by any overtime payment.

October 11, 2004	\$0.65 cents
Effective April 1, 2005:	\$0.70 cents
Effective April 1, 2006:	\$0.75 cents
Effective April 1, 2007:	\$0.80 cents

**ARTICLE 23 - HEALTH AND WELFARE**

**23.01** The Hospital shall pay 100% of the premium cost of the Semi-Private Insurance Plan in effect.

**23.02** The Hospital will pay 100% of the billing rate of the Ontario Health Insurance Plan.

- 23.03** The Hospital shall pay 100% of the premium cost of the Group Life Insurance Plan in effect and plan modified to provide for two (2) times annual salary in coverage.
- 23.04** All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
- 23.05** The Hospital agrees to pay 75% of the billed rate of the Manulife Financial Extended Health Care Plan (\$10/\$20 deductible) for all Bargaining Unit employees who are enrolled in the Plan subject to its provisions. Coverage includes hearing aids (maximum \$500.00 per person) every five years and vision care (maximum \$150.00 every twenty four (24) months). Effective April 1, 2005 vision care maximum will increase to \$175.00 every twenty four (24) months. Effective April 1, 2005, coverage will include eye exams every second year, capped at \$40.00 per employee. The coverage for private duty nursing shall be limited to ninety (90) eight hour shifts in any calendar year. Purchase of glucometers shall be payable at 75%, to a maximum of \$200.00 per item.
- 23.06** The Hospital shall contribute 75% of the billed premiums towards coverage of eligible participating employees in the active employment of the Hospital under the Manulife Financial Dental Plan (current O.D.A. Schedule) and such employees shall pay the remaining premiums through payroll deduction.
- Effective August 1, 2002;
- Increase dental recall including preventive services to nine (9) months for adults;
  - Add equivalent to Blue Cross Rider #2 (complete and partial dentures) at 50/50 co-insurance to \$1,000 annual maximum
  - Add equivalent to Blue Cross Rider #4 (crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1,000 annual maximum
- 23.07** While it is understood that the Hospital may at any time substitute another Carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased, before making such a

substitution, the Hospital shall notify the Union at least 30 days in advance in order to explain the proposed change and to ascertain the views of the employees. Upon 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.

**23.08** All regular part time employees and casual part time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in pari by the Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, and where applicable, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to fourteen (14) percent of his regular straight time hourly rate for all straight time hours paid.

**23.09** Current Regular Part-time Employees who are in receipt of benefits will have a choice of having Article 23.08 apply as of the effective date of this agreement or maintaining their current benefit status.

**23.10** Effective for absences due to illness beginning on or after January 1, 2005, the Hospital will pay the Employer portion of the Extended Health benefit premiums for the fifteen (15) week period in which the employee is in receipt of Employment Insurance Benefits under Part 2 of HOODIP.

**23.11** The Hospital will provide equivalent coverage to all full time employees who retire early, and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. Should the employee elect not to continue his/her participation in the semi-private extended health care and dental benefits at the time of early retirement or later opt out of this coverage, the retired employee cannot rejoin these benefit plans at any future date.

**24.01** **SICK LEAVE**

The Hospital will pay seventy-five per cent (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 paying the balance of the billed premium through payroll deduction. For the purpose to 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 payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first of the month following the transfer, the existing sick leave plan shall be terminated, and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out;
- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing, and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

**24.02** The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP (or equivalent) of the first two days of the fourth and subsequent period of absence in any calendar year.

**24.03** Employees shall notify their Department Head or designated representatives of the Hospital at least two (2) hours prior to start of a shift on the first day of illness unless the employee has a good reason for being unable to provide such notice. An employee who has been ill up to and including five (5) working days must report to the Occupational Health Nurse. Upon completion of this report and after receiving clearance to return to work, the employee will be issued a return to work clearance slip from the Occupational Health Nurse which must be presented to the employee's Supervisor.

When an Occupational Health Nurse is not on duty, the employee may return to work without first receiving clearance from an Occupational Health Nurse but the employee must report to the Occupational Health Nurse on his/her next shift when an Occupational Health Nurse is on duty. Notwithstanding the foregoing, an employee who was absent with a communicable disease or an absence on workers' compensation, may not, in any case return to work without first obtaining clearance from an Occupational Health Nurse.

Notwithstanding the foregoing, the Hospital may require the employee to provide proof of disability, satisfactory to the Hospital, at any time in order to qualify for benefits under HOODIP, not to be administered unreasonably.

The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a physician in the speciality concerned, and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination the employee and/or the Union may make representation for the consideration of the physician concerned prior to release of his opinion. It is also agreed that the report of the specialist will be made available to the Union on request providing the "specialist" agrees.

**24.04** Employees shall notify their Department Heads or designated representatives at least sixteen (16) hours prior to returning from absences.

**24.05** In the event an employee is required to pay for a doctors certificate, the Hospital shall reimburse the employee one hundred (100) percent



of the expense upon production of a proper receipt. The Hospital shall reimburse the employee for the expense of having a medical examination where this is required pursuant to the collective agreement or Provincial regulations.

**24.06**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting approval of a claim of Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that all payments will be refunded to the Hospital following final determination of claim by the Workers' Safety Insurance Board, (W.S.I.B.). If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

Upon notification of a successful W.S.I.B. claim and receipt of monies by the Hospital, the employee's entitlement under the short term portion of HOODIP or equivalent plan will be reinstated to the extent that it was utilized to cover the pre-approval period of the W.S.I.B. claim.

**24.07**

This Article 24.07 will be effective April 1, 2005.

- 1) For the first three (3) days of the fifth (5<sup>th</sup>) and succeeding incidents of illness in a fiscal year, an employee eligible for short term sick pay under HOODIP will be paid at the rate of 85% of the rate of pay he/she would otherwise have received under HOODIP.
- 2) Where an employee becomes ill at work and is sent home by Occupational Health, that day will not be subject to the adjustment clause set out in paragraph one (1).
- 3) There will be an attendance review within 30 days of the end of each fiscal year.
- 4) If the average number of days of short term illness in a fiscal

year for full time employees in the CAW bargaining unit is equal to or less than 14 days during that same fiscal year then the adjustment clause in paragraph one (1) above shall not apply for the next fiscal year.

## **ARTICLE 25 - PAID HOLIDAYS**

**25.01** A full-time employee who has completed thirty (30) days of employment and otherwise qualifies under Article 25.04 hereunder shall receive the following paid holidays:

New Year's Day  
3rd Monday in February  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**25.02** Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall **be** established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

**25.03** Holiday pay is defined as the amount of regular straight time, hourly pay (7 1/2 hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

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

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;

- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

**25.05** A full-time employee who qualifies under Article 25.04, and is required to work on any of the above-named holidays, will, at the option of the Hospital, which shall take into account in its decision the request of the employee, receive 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; or
- (b) pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within forty-five (45) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

**25.06** A full-time 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 a reason for such absence which is reasonable.

**25.07** If a paid holiday falls during a full-time employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

**25.08** If a paid holiday falls during a full-time employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Manager.

**25.09** The Hospital will endeavour to grant all full-time and regular part-time employees at least two (2) consecutive days off including Christmas

Day or New Year's Day, having regard to efficient operation of the Hospital. The normal schedule will be waived for the period between December 15 to January 15 in order to facilitate the above.

- 25.10** A full-time employee entitled to holiday pay shall not receive sick leave pay to which he may otherwise have been entitled.
- 25. 1** A regular part-time or casual employee who is required to work on a Holiday shall receive pay at the rate of time and one half the employee's regular straight time hourly rate of pay for all time worked on such holiday.
- 25. 2** Premium pay of time and one half (1/1/2) will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in this article.

#### **ARTICLE 26 - VACATION**

- 26.01** Full Time Employees working for the Hospital in the twelve-month period preceding March 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- (a) Employees who have completed less than one (1) year of continuous service as of March 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four per cent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding March 31st.
  - (b) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of March 31st, shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
  - (c) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of March 31st, shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.

- (d) Effective October 11, 2004, an employee who has completed more than fourteen (14) years of continuous service but less than twenty two (22) years of continuous service as of March 31 shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.

Effective October 11, 2005, an employee who has completed more than thirteen (13) years of continuous service but less than twenty two (22) years of continuous service as of March 31 shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.

- (e) Effective October 11, 2004, an employee who has completed more than twenty two (22) years of continuous service as of March 31, 2004 or as of March 31, shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.
- (f) An employee who has completed thirty (30) years of continuous service as of March 31, 2003, or as of March 31st in any subsequent year, shall be entitled on a one time only basis, to an extra week of vacation which is to be taken during the one year period following the date the employee qualified for this extra week of vacation.

## **26.02**

The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, taking into account adequate coverage of departments. If there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request is submitted in accordance with the requirements of his department. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital.

- (a) For the period of April 1 to May 31, vacation requests must be submitted in writing by February 1. Employees will be notified of vacation approvals or denials in writing by March 1.
- (b) For the period of June 1 to November 15, vacation requests

must be submitted in writing by April 1. Employees will be notified of vacation approvals or denials in writing by May 15.

- (c) For the period of November 16 to March 31, vacation requests must be submitted in writing by September 15. Employees will be notified of vacation approvals or denials in writing by November 1.

Vacation requests submitted outside of the above noted time frames will be considered on a first come first serve basis.

This practice will be in place for the next fiscal year – 2006/2007.

- 26.03** An employee's vacation pay entitlement shall be proportionately reduced for absences without pay from the Hospital which absence exceed thirty (30) cumulative days during the period of qualifying the employees for vacation.
- 26.04** An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due to him at the time of his termination as provided herein.
- 26.05** Any carry over of vacation from one vacation year to the next vacation year may be approved by the Coordinator or Manager in accordance with the Hospital Policy.
- 26.06** If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.
- 26.07** An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have his vacation rescheduled after all other vacation periods have been granted in accordance with Article 26.02, providing the employee provides satisfactory evidence to his department head of such illness. If during the employee's vacation he/she becomes incapacitated and is hospitalized, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled in accordance with Article 26.02. The employee is responsible for

notifying the department head of such hospitalization when it occurs. The employee may be required to justify the illness in writing to the Hospital's Occupational Health Services.

**26.08**      **REGULAR PART TIME AND CASUAL VACATION PAY**

(a) The practice of payment for earned vacation will be as per the following:

All regular part time and casual employees shall be paid vacation pay based on the following formula:

Effective October 11, 2004:

- |      |                           |                   |
|------|---------------------------|-------------------|
| i)   | Start of Employment       | - 4% of earnings  |
| ii)  | After 1,650 hours worked  | - 6% of earnings  |
| iii) | After 8,250 hours worked  | - 8% of earnings  |
| iv)  | After 23,100 hours worked | - 10% of earnings |
| v)   | After 36,300 hours worked | - 12% of earnings |

Effective October 11, 2005:

- |      |                           |                   |
|------|---------------------------|-------------------|
| i)   | Start of Employment       | - 4% of earnings  |
| ii)  | After 1,650 hours worked  | - 6% of earnings  |
| iii) | After 8,250 hours worked  | - 8% of earnings  |
| iv)  | After 21,450 hours worked | - 10% of earnings |
| v)   | After 36,300 hours worked | - 12% of earnings |

**26.09**      **REGULAR PART TIME VACATION TIME**

(a) All regular part time employees are eligible for vacation leave without pay based on the following:

Effective October 11, 2004;

- |      |                            |         |
|------|----------------------------|---------|
| i)   | Start of Employment        | 2 weeks |
| ii)  | After 1,650 hours worked.  | 3 weeks |
| iii) | After 8,250 hours worked.. | 4 weeks |
| iv)  | After 23,100 hours worked  | 5 weeks |
| v)   | After 36,300 hours worked  | 6 weeks |

Effective October 11, 2005;

i)	Start of Employment	2 weeks
ii)	After 1,650 hours worked	3 weeks
iii)	After 8,250 hours worked	4 weeks
iv)	After 21,450 hours worked	5 weeks
v)	After 36,300 hours worked	6 weeks

- 26.10** Vacation requests which have been submitted and approved may not be cancelled by either the employee or the Hospital without the consent of the other except in the case of an emergency.

## **ARTICLE 27 - LEAVES OF ABSENCE**

### **Personal Leave**

- 27.01** The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of 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 one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. 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) days.

### **27.02 PREGNANCY LEAVE**

In accordance with the provisions of the Employment Standards Act, except where amended in this provision, an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding her due date shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding her due date.

An employee on leave as ~~set~~ out above ~~who~~ has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between eighty four percent (84%) of her regular weekly



earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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 employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

The employee shall give the Hospital four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish the Hospital with the Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which her delivery will occur in his opinion. An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) weeks' notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Hospital may request 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. The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave for up to seventeen (17) weeks from the commencement of the leave.

Credits for regular part time and casual employees for service and seniority shall accumulate while an employee is on such leave on the basis of what the employees normal regular hours of work would have

been.

The Hospital will continue to pay to full time and regular part time employees its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions if any.

No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing two (2) weeks' prior to the expiry of 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 position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

### **27.03 PARENTAL LEAVE**

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.

An employee who has taken a pregnancy leave under Article 27.02 (a) is eligible to be granted a parental leave of up to thirty five (35) weeks duration in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent is eligible to be granted a parental leave of up to thirty seven (37) weeks duration. In cases 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.

An employee on leave as set out above who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference

between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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 provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

Credits for seniority and service shall accumulate while an employee is on Parental Leave.

Credits for regular part time and casual employees for service and seniority shall accumulate while an employee is on such leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay to full time and regular part time employees, its share of the premiums of the subsidized employee benefits in which the employee is participating for up to thirty five (35) weeks from the commencement of the leave while the employee is on parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution if any.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if she had not been on parental leave the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

## **Bereavement Leave**

**27.04** Effective on the date of ratification, an employee who notifies the employer as soon as possible following a bereavement shall be granted up to five (5) consecutive working days off, without loss of regular pay, for hours scheduled within seven (7) calendar days commencing with the day of death of a member of their immediate family. "Immediate family" means spouse, common-law spouse, partner of the same sex, child or step-child and parents.

In the event of the death of an employee's step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, and upon notification to the Hospital, an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of death.

Where an employee does not qualify under the above conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay.

For employees working extended hours, three (3) scheduled working days shall be expressed in terms of 22.5 hours and five (5) consecutive days shall be expressed in terms of 37.5 hours.

## **Union Leave of Absence**

- 27.05** (a) An employee requesting a Leave of Absence for Union business shall be given without pay provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:
- i) not more than four (4) employees of the Hospital are absent on any such leave at the same time.
  - (ii) no one such leave of absence shall extend beyond two weeks;
  - (iii) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;

- (iv) such request shall state the general nature of the function to be attended.
- (b) Employees on an approved Union leave of absence will be paid for scheduled hour(s) of work by the Hospital. The Hospital will forward a statement of such wages and benefits (or percentage in lieu of benefits, as the case may be) to Local 27 Union office for reimbursement of the stated amount. The Union shall reimburse the Hospital for such wages and benefits a within a reasonable period of time.

**27.06 JURY /WITNESS DUTY**

An employee who is required and who reports for jury duty or is subpoenaed as a witness in connection with his/her employment at the Hospital or is required by subpoena to attend court in a case where the crown is a party and notifies the Hospital promptly of his or her jury duty or the fact that he/she was subpoenaed, as the case may be, shall, for any time necessarily lost from his /her regularly scheduled work as a result thereof be paid his regular straight time rate of pay. The employee shall present proof of service requiring his attendance. The employee will refund to the Hospital any payment for jury or witness duty. Allowances for meal and travel expenses shall not be taken into account, nor will any compensation received for jury or witness duty on a day the employee was not otherwise scheduled to be at work.

**Education Leave**

- 27.07**
- (a) Where full time and regular part time employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
  - (b) If required by the Hospital, 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.
  - (c) 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 Hospital. It is further understood and agreed that the Hospital

will, whenever its operational requirements permit, endeavour to arrange the shifts of the employees attending courses or seminars to permit such attendance.

## **ARTICLE 28 - POSTING NOTICES OF VACANCIES**

**28.01** The Hospital shall post all full time or regular part-time vacancies or new jobs on bulletin boards for a period of five (5) calendar days unless in the President's judgement, an emergency exists that does not allow sufficient time for this procedure to be followed. Employees shall have the right to bid on such vacancies or new jobs and the Hospital shall first consider such applications, and the decision with regard to them shall be based primarily upon the qualifications, skill, ability, and experience for the particular vacancy or new job of the employee(s) concerned. Where these factors are relatively equal the applicant with the greatest seniority will be given preference provided he is qualified to perform the job.

The Hospital agrees to provide the Union with copies of all job postings.

**28.02** If no applications to fill such vacancy or new job are received from employees, or if the applicants or applications are not considered to be qualified for such vacancy or new job, then the Hospital will fill the vacancy in any manner it sees fit.

**28.03** (a) The Hospital will post the names of the successful candidates for posted positions.

(b) The Hospital will notify the Chairperson of the Union of the name of the successful applicant for a job posting no later than five (5) working days following the date the successful applicant indicates his/her acceptance of the offer. It is understood that this notification may be provided through e-mail.

**28.04** An employee selected as a result of a posted vacancy need not be considered by the Hospital for a further vacancy for a period of up to six (6) months from the date of his appointment to the posted position. The Employer and the Union can by mutual agreement waive this six (6) month period. It is understood the Employer and the Union will not prohibit the movement of employees that result in the change of status for the employee. Status is understood to refer to full-time or part-time.

**28.05** The Hospital may temporarily fill any vacancy while observing the procedure herein set forth.

**28.06** Full time vacancies which are expected to last for less than one year shall be considered temporary vacancies.

Temporary vacancies of 90 days or less may be filled at the discretion of the Hospital. In instances where the Hospital decides to fill a given temporary vacancy of 90 days or less with one individual and for temporary vacancies of greater than 90 days but less than one year, the vacancies will be filled by offering the position, on a rotational basis in order of seniority to a qualified regular part time employee in the classification and work area or department concerned. Should a temporary vacancy extend beyond one year the Hospital will consult with the Union Chairperson prior to the end of the one year period and review with him all of the relevant facts and circumstances concerning the continuing vacancy including its expected duration. The parties may agree to extend the temporary vacancy for an additional period of up to 6 months where they consider it appropriate.

Should the vacancy still continue at the end of this additional 6 month period, further consultation must take place with the Union Chairperson and, where appropriate, the parties may agree to extend the temporary vacancy for another period of up to 6 months. Additional extensions may take place provided the parties agree it being understood that a consultation with respect to further extensions must take place every 6 months.

Upon completion of the temporary assignment the employee shall return to their former position provided it still exists.

A part time employee assigned to fill a temporary full time vacancy will not be covered by the Part Time Scheduling language (Article 14.11) while working in that temporary vacancy.

Regular Part Time vacancies which arise as a result of filling an initial temporary vacancy will not be posted and will be filled at the discretion of the Hospital.

**28.07** The Hospital agrees to notify the Union Chairperson in writing in all cases where a temporary vacancy or known absence which originally was not expected to exceed ninety (90) days, does, in fact, extend beyond ninety (90) days.

- 28.08** An employee who is the successful candidate on a job posting for a given classification will be placed on that step of the wage grid for the classification which is commensurate with his seniority. **e.** if he has four (4) years of seniority he will be placed at the four (4) year step on the grid.
- 28.09** In instances where the Hospital utilizes an "internal notice" process for the purposes of making a reassignment it will not act in an arbitrary, discriminatory or bad faith manner in making its selection.

### **ARTICLE 29 - GENERAL CLAUSE**

- 29.01** Food must not be consumed in other than designated areas.
- 29.02** Premium payments under any of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.

#### **29.03 Access to Personnel File**

An employee shall, upon twenty-four (24) hours advance written notice shall have an opportunity to view his entire personnel file in the presence of the Manager of Labour Relations or designate.

- 29.04** It is the employee's responsibility to provide the Hospital with his current home address and telephone number. If the employee fails to do this, the Hospital will not be responsible for failure to notify the employee for any purpose, including recall.
- 29.05** A formal letter of discipline or disciplinary notations will be removed from the Personnel File of an employee after twenty-four (24) months if no subsequent discipline occurred in that period.
- 29.06** Registered Practical Nurses (RPN's) and Operating Room Technicians (ORT's) are required to show proof of a General Certificate of Registration with the College of Nurses of Ontario and must present their current General Certification to their employer prior to February 15<sup>th</sup> of each year.

Registered Practical Nurses (RPN's) and Operating Room Technicians (ORT's) who are employed with the employer and are without a current General Certification of Registration after February 15<sup>th</sup> of each calendar



year shall be placed on non-disciplinary suspension until the production/confirmation of current General Registration. Upon presentation of such evidence, an RPN or ORT will be reinstated. Failure to do so within ninety (90) days of being placed on non-disciplinary suspension will result in termination, as the RPN or ORT is no longer qualified. Such termination shall not be the subject of a grievance or arbitration.

### **ARTICLE 30 - WORK FORCE SECURITY**

**30.01** The Hospital shall not contract out any work usually performed by the members of the bargaining unit, if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

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

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

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

**30.02** Supervisors and non bargaining unit employees, except for the present practice in nursing, physiotherapy and portering services, shall not be permitted to perform the normal work of regular full time employees as defined in Article 1.01 in the bargaining unit except under the following conditions.

- a) in emergencies when employees are not immediately available
- b) in the instruction and training of employees
- c) in performing experimental work and the development of new techniques

- d) in the performance of necessary work when difficulties are encountered on the job

**30.03**

With respect to the development of any operating or restructuring plan which may affect the Bargaining Unit, the Union shall be involved in the planning process as soon as is practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phase of the process.

**30.04**

There shall be 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. The Union will choose the employee representatives to sit on the Staff Planning Committee. Employee Representatives will participate in equal numbers to that of the Hospital representatives.

**30.05**

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

- (a) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (b) identifying and seeking ways to address the retraining need of employees;
- (c) identifying vacant positions within the Hospital for which surplus members of the bargaining units might qualify, or such positions which are currently filled but which are expected to become vacant within the twelve (12) month period;
- (d) identifying changes to work rules and work schedules currently contained in the collective agreement.

**30.06**

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

**30.07**

- (a) The Committee shall submit its written recommendations to the Chief Executive Officer 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.

- (b) Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of the collective agreement.

**30.08** The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the Bargaining Unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to lay-off 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 above set forth and the requirements of the applicable laws.

#### **ARTICLE 31 HEALTH AND SAFETY**

**31.01** 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 in compliance with the ***Occupational Health and Safety Act, RSO 1990.***

**31.02** Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least three (3) representatives selected or appointed by the Union from amongst Bargaining Unit employees.

**31.03** Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

**31.04** Meetings shall be held in accordance with the Terms of Reference of the Joint Health and Safety Committee or more frequently at the call of the Chairs if required. The Committee shall maintain Minutes of all meetings and make the same available for review.

- 31.05** The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 31.06** Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one (1) calendar year. A member of the Joint Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the *Occupational Health and Safety Act*, RSO 1990.
- 31.07** The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- 31.08** If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- 31.09** Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- 31.10** Where possible, each year on April 28<sup>th</sup> at 1100 hours, the Employer will observe the memory of workers killed or injured on the job with "one (1) minute of silence".

#### **ARTICLE 32 - SAFETY SHOES**

- 32.01** The Hospital will provide eighty dollars (\$80.00) annually to each full time employee and forty dollars (\$40.00) to each regular part time and casual employee who is required by the Hospital, to wear safety footwear. Employees so designated will wear their safety shoes at all times while on duty.

Effective October 11, 2005, the Hospital will provide ninety dollars (\$90.00) annually to each full-time employee and forty five dollars (\$45.00) to each regular part-time and casual employee who is required by the Hospital, to wear safety footwear. Employees so designated will wear their safety shoes at all times while on duty.

**32.02** The employee shall be required to present to his Department Head or designate within two (2) weeks of receipt of the safety shoe allowance "proof of purchase" acceptable to the Hospital, e.g. a receipt indicating that he has purchased the appropriate safety footwear.

### **ARTICLE 33 - BULLETIN BOARDS**

**33.01** The Hospital shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

### **ARTICLE 34 - UNIFORM ALLOWANCE**

**34.01** The Hospital shall, where uniforms are required, either supply and launder uniforms or provide a uniform allowance of three cents (\$0.03) per hour paid.

Effective October 10, 2005, the Hospital shall, where uniforms are required, either supply and launder uniforms or provide a uniform allowance of four and one half cents (\$04.5) per hour paid.

### **ARTICLE 35 - SEVERANCE AND RETIREMENT ALLOWANCE**

**35.01** Every effort shall be made by the Parties to minimize the adverse effects on bargaining unit members as a result of service delivery changes, financial restraints and consolidation of hospital service.

- (a) Prior to issuing a notice of a permanent or long-term lay-off resulting in an individual(s) losing employment, the following provisions will apply:
  - (i) The Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP 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 lay-off.
  - (ii) A full-time employee or a regular part-time 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 continuous service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks salary. The option of salary continuance will be made available to those employees who indicate this preference.

- (iii) In addition, such full-time employee and regular part-time employees shall receive a single lump sum payment equivalent to one thousand dollars (\$1,000) for each year less than 65 to a maximum of five thousand dollars (\$5,000) upon retirement.
- (iv) Where the employee who elects an early retirement option in accordance with this provision is regular part-time, their retirement allowance will be based upon their regular average weekly salary calculated over the twelve (12) month period immediately preceding their last day of work. The option of salary continuance will be made available to those employees who indicate this preference.
- (v) In addition, the Hospital will provide to such full-time employees, until they reach 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 benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (vi) The early retired full-time employee's share towards the billed premium of the insured benefit plans will be paid by post dated cheques, direct deposits, or in a manner satisfactory to both parties.
- (vii) Where the employees retiring in accordance with this provision are regular part-time, and where any such employee has been previously enrolled, or enrolls in a Semi-Private, EHC or Dental Plan, equivalent to the existing full time benefit plans, the Hospital will provide benefit premium replacement equal to the full time coverage to such regular part time employees until they reach age 65.
- (viii) Where a full time or a regular part time employee resigns within

30 calendar days after receiving notice of lay-off that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) week's salary for each year of continuous service to a maximum of fifty-two (52) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of five thousand dollars (\$5,000.00).

- (ix) Where the employee who resigns in accordance with this provision is a regular part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the twelve (12) month period immediately preceding their last day of work.
- (x) In addition, the Hospital will provide to all such full-time employees who resign in accordance with this provision, equivalent coverage on the same basis as is provided to active employees for semi-private, EHC and dental benefits for a period of twelve (12) months or until such time as such employee obtains other employment, whichever first occurs. The Hospital will contribute the same portion of the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. Such resigning full-time employee's share towards the billed premium of the insured benefits plans will be deducted from their separation allowance.
- (xi) Where the employee resigning in accordance with this provision is regular part time, and where such employee has been previously enrolled, or enrolls in a Semi-Private, EHC or Dental plan equivalent to the full-time benefit plans, the Hospital will provide benefit premium replacement equal to the full time coverage to such regular part time employees for a period of twelve months.
- (xii) Where a full time or a regular part time employee resigns later than four (4) weeks after receiving notice of lay off 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 twenty-four (24) weeks salary and, upon production of receipts from an approved

educational program within twelve (12) months of resignation shall be reimbursed for tuition fees up to a maximum of \$4,000.

**35.02**

(a) For the purposes of clarification, the Hospital will offer early retirement allowances to employees in the following sequence:

- i) classification and status within the service;
- ii) classification and status
- iii) classifications and status performing similar functions within the Corporation

(b) All employees referred to above will receive the offer of early retirement simultaneously.

Employees referred to in (I) above shall advise the Hospital of their decision whether or not to elect an early retirement option within two weeks of being advised of the offer. If the response does not produce the numbers required, then the employees referred to in (ii) above shall advise the Hospital of their decision within one additional week. If the response still does not produce the numbers required, then the employees referred to in (iii) above shall advise the Hospital of their decision within one further additional week.

**35.03**

Pre-retirement counseling will be made available to any employee requesting this benefit.

**ARTICLE 36 - DURATION**

**36.01**

This Agreement shall continue in effect until the 10<sup>th</sup> day of October, 2007 and thereafter from year to year unless amended through negotiations.

**36.02**

Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

**36.03**

If pursuant to such negotiations an agreement on the renewal of amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new Collective Agreement in full.



## SKILLED TRADES

Skilled Trades for the purpose of this Agreement shall be the following:

Plumber	Millwright
Electrician	Painter
Steamfitter	2nd and 3rd Class Stationary Engineer
Sheet Metal Worker	Carpenter
Refrigeration/Air Conditioning Mechanic	Plasterer

For the purpose of this Agreement, the designation of skilled trades shall apply only to those persons who possess the qualifications described below:

A skilled tradesperson shall mean only those persons:

- (a) who have completed a bona fide apprenticeship as designed by the Ministry of Education and Training and who hold a current certificate of qualification, or
- (b) who have completed the appropriate course of study, examinations, and required "in plant" hours to be awarded a Stationary Engineers license by the Technical Standards and Safety Authority.

It is agreed that a CAW Journeyman/Woman Card plus a Certificate of Qualification, will be accepted as proof.

Any further new employees hired into classifications that require a skilled trades qualification shall be limited to Journeyman/woman.

Should the Employer choose to implement an apprenticeship program it will meet with the Union to discuss this matter prior to entering into an agreement with the Ministry.

The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, (currently one-half (1/2) hour per year) from those employees who are identified by the parties as a skilled trade as set out above. This first deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the Union.

## LETTER OF AGREEMENT

In the collective bargaining agreement dated January 27, 2000 between LHSC and SEIU Local 220, the parties agreed to merge five (5) different bargaining units represented by SEIU Local 220 into a single bargaining unit.

The parties also agreed to come up with appropriate service dates for employees who had transferred from a part time SEIU Local 220 bargaining unit at the Hospital to a full time SEIU Local 220 bargaining unit at the Hospital using a common formula. The parties never did agree on a formula notwithstanding what was stated in Article 11.08 of the SINGLE COMPREHENSIVE AND INTEGRATED COLLECTIVE AGREEMENT between London Health Sciences Centre and SEIU Local 220 which expired October 11, 2001.

The current bargaining agent (CAW) and the Hospital have now agreed upon a formula to determine the length of service for each current bargaining unit employee who had previously transferred from a part time SEIU Local 220 bargaining unit at the Hospital to a full time SEIU Local 220 bargaining unit at the Hospital.

CAW and the Hospital have agreed that such an employee's newly revised service date will be identical to her seniority date as reflected in the most recent seniority list that was posted.

CAW and the Hospital agree that the newly revised service dates will be used from the date of ratification forward, to determine an employee's future entitlement to both vacation pay and sick pay under the new collective agreement. In addition, the new revised service dates will be used to determine any retroactive entitlement to vacation pay as well as sick pay back to June 1, 2001 but only back to that date. No other retroactive costs whatsoever will be incurred by the Hospital. All retroactivity will be paid by September 30, 2002.

Finally, it is agreed that any employee who had been given a service date in the past which enabled her to claim a benefit, with respect to vacation pay and sick pay, greater than what she would have been entitled to using the newly calculated revised service date, will have such greater benefit grand fathered until such time as her entitlement earned with her newly revised service date catches up to the entitlement she has been receiving.

DATED AT LONDON, ONTARIO THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

April 22, 2005

Dear Ms. Power:

The intent of Article 12.04 a) is to avoid layoff(s) by reassigning, in reverse order of seniority within the relevant classification(s), to other classifications.

Yours truly,

Selma Hijazi,  
Manager, Labour Relations

**LETTER OF UNDERSTANDING- INTEGRATEDENGINEERING SERVICES**

In the Integrated Engineering Services Department it is understood that call backs on weekdays for employees who are not on standby will be treated as overtime work opportunities for the purposes of Article 14:03 (overtime opportunities Equalization Procedure).

DATED AT LONDON, ONTARIO THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

**LETTER OF UNDERSTANDING**

BETWEEN:

LONDON HEALTH SCIENCES CENTRE

LONDON, ONTARIO

and

CAW LOCAL 27

**VIOLENCE AGAINST WOMEN**

The parties hereby recognize and share the concern that women sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer or other health care professional) a female employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual employee and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer and the Union will treat such information in a confidential manner unless required by law to report.

DATED AT LONDON, ONTARIO THIS 22<sup>nd</sup> DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

April 22, 2005

Dear Ms. Power:

This will confirm that the Hospital will continue with the present practice with respect to uniforms for the life of the collective agreement which will expire October 10, 2007.

Yours very truly,

Selma Hijazi  
Manager, Labour Relations

## LETTER OF UNDERSTANDING

The parties agree that those existing full-time PSA and TSA shift schedules that include a combination of shift lengths, (other than the traditional extended shifts where there are a combination of 11.25 hour shifts and one 7.5 hour balancing shift) will be reviewed and modified to comply with either the 7.5 hour scheduling regulations, the 9.375 hour scheduling regulations, or the 11.25 hour scheduling regulations.

It is understood that the aforementioned review and modification will be completed within 4 months of ratification.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

### RE: BUILDING ENGINEER CLASSIFICATION

It is agreed by the Parties that the employees currently in this classification at University Campus who have the 4th Class Stationary Engineer's license will be given until the end of this collective agreement within which to obtain their 3<sup>rd</sup> Class Stationary Engineer's license.

Until such time as they obtain their third class stationary engineers license they will be red circled at the rate of \$20.68 until the maximum rate for the fourth class stationary engineer classification catches up to this rate. Upon obtaining their 3<sup>rd</sup> Class Stationary Engineer's licenses such employees will then move to the appropriate step on the Building Engineer wage grid but there will be no retroactive effect.

DATED AT LONDON, ONTARIO THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power



April 22, 2005

Mr. Paul Maheu  
Union Chairperson  
CAW Local 27  
606 First Street  
London, ON N5V 2A2

Dear Mr. Maheu:

Parking Charges

This letter will confirm that the Hospital promises to consult the Union in advance of any changes in parking charges to members of the Bargaining Unit. This letter shall be appended to this agreement.

Yours truly,

for London Health Sciences Centre

Selma Hijazi  
Manager, Labour Relations

c. Kim Power

## LETTER OF UNDERSTANDING

The Hospital and the Union agree to meet within six (6) months following the signing of the agreement for the purpose of:

- 1) agreeing upon a process for implementation of extended hours in units/departments where such hours do not currently exist, and
- 2) agreeing upon a process for discontinuation of extended hours in units/departments where they currently or in future may exist.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

Existing 10 hour shift arrangements may continue but subject to the following conditions which are applicable to full time employees only:

- (a) The regular shift will consist of 9.375 hours with a 37.5 minute unpaid meal break
- (b) Employees are entitled to paid breaks totalling 37.5 minutes per shift
- (c) The Hospital will schedule no more than four **(4)** consecutive 9.375 hour days between days off
- (d) There will be not less than a period of 13 consecutive hours between shifts worked by an employee
- (e) The Hospital will endeavour to schedule one (1) weekend off in two (2) and will guarantee one (1) weekend off in three (3)
- (f) A period of no less than four **(4)** consecutive shifts off (i.e. 2 days off) shall be scheduled following scheduled night shifts.
- (g) The Hospital will schedule two (2) consecutive days off at a time. Notwithstanding the foregoing, however, the parties acknowledge that there may be operational reasons why consecutive days off cannot be scheduled in certain areas. Where such operational reasons exist, the Hospital will consult with the Union and explain in detail these operational reasons. However, the consultation will also exist of an exploration of ways and means of trying to achieve consecutive days off.
- (h) The provisions of 14.08 (f), (g) (i) and (k) will be applicable to the 10 hour shift.

The Parties agree that new ten (10) hour shift arrangements may be implemented-based on the same conditions for full time employees as set out above but subject the new letter of understanding re: Implementation of Extended Hours. Any existing or new 10 hour shift arrangements will be subject to the new letter of understanding re: Discontinuance of Extended Hours.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

April 22, 2005

Ms. Kim Power  
National Representative  
CAW Canada

Dear Ms. Power:

As discussed during negotiations, the parties agree that the four committee members who currently represent the Union on the Joint Health and Safety Committee will remain in place until such time that one or more of the current committee members elects to leave the committee at which time the total number of committee members who represent the Union will be reduced to three.

Yours truly,

Selma Hijazi  
Manager, Labour Relations

## LETTER OF UNDERSTANDING

April 22, 2005

Ms. Kim Power  
National Representative  
CAW Canda

Dear Ms. Power:

As discussed during negotiations the parties agree that casual employees have the right to refuse a second offer to work within the same day without those hours being counted as hours worked for the purpose of equitable distribution.

Yours truly,

Selma Hijazi  
Manager, Labour Relations

LETTER OF UNDERSTANDING

Between

London Health Sciences Centre

And

Canadian Auto Workers  
(CAW) Local 27

The parties agree to a new temporary student status for summer employment. For the purpose of this letter only, summer is defined as May 1 to Labour Day.

Students hired into this status will be considered temporary casuals and will be paid at the start rate for the classification that they are hired into.

Union Dues will be deducted however no other terms or conditions of the collective agreement will be applicable.

Such students will receive 4% vacation pay however it is understood that such employees will not receive any percentage in lieu of fringe benefits.

Such students will have their employment terminated at the end of the term. Notwithstanding this provision the Hospital may terminate the employment of such student at any time at its discretion.

DATED AT LONDON, ONTARIO THIS 22nd DAY OF APRIL 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

The parties acknowledge that employees may sometimes be at risk of physical violence or abuse from patients, clients or the public. Where this has occurred, employees are encouraged to advise their immediate supervisor and to consult the Hospital policy on Abuse.

DATED AT LONDON, ONTARIO THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING - ACCOMMODATION

In accordance with the provisions of the *Human Rights Code*, accommodation is the responsibility of the Employer, the Union and the employee. When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Employer will commit to review vacant positions within the bargaining unit for suitable work.

DATED AT LONDON, ONTARIO THIS 22<sup>nd</sup> DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power



LETTER **OF** UNDERSTANDING– NEEDLE **STICK** INJURIES

It is understood that current policy and procedures, including educational programs, are in place regarding needle stick injuries. **As** new policy and practices are developed by the Hospital, consultation will take place at the Joint Health and Safety Committee Level.

DATED AT LONDON, ONTARIO, THIS 22<sup>nd</sup> DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

### JURY DUTY

Regular Part Time and Casual employees will be credited for seniority for time spent on such leave on the basis of what the employees would have worked had they not been on jury duty provided the employee concerned advises the union president of the request for such adjustment within two weeks of the end of the jury duty. The seniority credit will be based on the average of the hours worked by the employee in the two pay periods preceding the commencement of the leave.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

**LETTER OF UNDERSTANDING**

The Hospital agrees that it will notify the National Union when it is tendering its insured benefits program provided for in this collective agreement and will notify Green Shield of Canada.

DATED AT ~~LONDON~~, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

## LETTER OF UNDERSTANDING

In the event that there are no women members on **the** union committee, the Hospital will recognize one CAW appointed female member to represent a female employee in respect of a complaint under the Hospital's Harassment and Discrimination policy should that female employee request representation by a female.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

**LETTER OF UNDERSTANDING**

Early Retiree Benefits

Full time employees who retired after October 10, 2004, and who meet the eligibility criteria set out in Article 23.11 above will also be entitled to these early retiree benefits.

DATED AT LONDON, ONTARIO, THIS 22nd DAY OF APRIL, 2005.

FOR THE HOSPITAL

Selma Hijazi

FOR THE UNION

Kim Power

Wage Schedule

Group	FT	PT	Start	1 Year	2 Years	3 Years	4 Years
				1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs
001							
Weekend Caretaker-Vivarium Services							
			Oct 11/04	\$8.91			
			Oct 11/05	\$9.09			
			Oct 11/06	\$9.36			
002							
Equipment Attendant-OR			Oct 11/04	\$16.07	\$16.40	\$16.75	\$17.09
Porter			Oct 11/05	\$16.39	\$16.73	\$17.09	\$17.43
Dietary Worker			Oct 11/06	\$16.88	\$17.23	\$17.60	\$17.95
Housekeeping Worker							
Food Service Worker							
Linen Worker							
003							
Therapy Aide			Oct 11/04	\$16.33	\$16.67	\$17.00	\$17.34
Storeskeeper			Oct 11/05	\$16.66	\$17.00	\$17.34	\$17.69
Storeskeeper/Receiver			Oct 11/06	\$17.16	\$17.51	\$17.86	\$18.22
Pharmacy Distribution Assistant (to Apr21/05)							
Respiratory Therapy Attendant							
Vivarium Services Attendant							
004							
SPD Attendant			Oct 11/04	\$17.17	\$17.37	\$17.56	\$17.75
Orderly			Oct 11/05	\$17.51	\$17.72	\$17.91	\$18.11
Equipment Repair Attendant			Oct 11/06	\$18.04	\$18.25	\$18.45	\$18.65
Pharmacy Storeskeeper/Receiver							
Pharmacy Distribution Assistant (eff Apr22/05)							
Patient Services Associate							
Technical Services Associate							
Cook II Non Certified							

Wage Schedule

Group	FT		1 Year		2 Years		3 Years		4 Years	
	Start	Start	1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs	1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs
<b>005</b>										
Cook	Oct 11/04	\$18.21	\$18.55	\$18.87	\$19.19	\$19.50				
Baker	Oct 11/05	\$18.57	\$18.92	\$19.25	\$19.57	\$19.89				
Driver	Oct 11/06	\$19.13	\$19.49	\$19.83	\$20.16	\$20.49				
Mechanic I										
Dialysis Technician										
Cable Installer										
<b>006</b>										
Vivarium Services Technician	Oct 11/04	\$18.55	\$18.81	\$19.09	\$19.36	\$19.62				
Orthopaedic Technician	Oct 11/05	\$18.92	\$19.19	\$19.47	\$19.75	\$20.01				
Occupational Therapy Assistant	Oct 11/06	\$19.49	\$19.77	\$20.05	\$20.34	\$20.61				
Physiotherapy Assistant										
OT/PT Assistant										
<b>007</b>										
Pharmacy Technician	Oct 11/04	\$19.67	\$19.94	\$20.24	\$20.52	\$20.81				
	Oct 11/05	\$20.06	\$20.34	\$20.64	\$20.93	\$21.23				
	Oct 11/06	\$20.66	\$20.95	\$21.26	\$21.56	\$21.87				
<b>008</b>										
Locksmith	Oct 11/04	\$18.92	\$19.25	\$19.56	\$19.87	\$20.18				
4th Class Stationary $\leq$ g heer	Oct 11/05	\$19.30	\$19.64	\$19.95	\$20.27	\$20.58				
	Oct 11/06	\$19.88	\$20.23	\$20.55	\$20.88	\$21.20				
<b>009</b>										
Advanced Orthopaedic Technician	Oct 11/04	\$20.46	\$20.86	\$21.25	\$21.64	\$22.04				
	Oct 11/05	\$20.87	\$21.28	\$21.68	\$22.07	\$22.48				
	Oct 11/06	\$21.50	\$21.92	\$22.33	\$22.73	\$23.15				

Wage Schedule

Group	PT	11/04				11/05				11/06				
		Start	1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs	1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs	1650 Hrs	3300 Hrs	4950 Hrs	6600 Hrs
<b>010</b>														
Painter		Oct 11/04	\$21.31	\$21.88	\$22.46	\$22.72	\$23.14	\$23.60	\$24.31					
Carpenter		Oct 11/05	\$21.74	\$22.32	\$22.91	\$23.17	\$23.60	\$24.31						
Plasterer		Oct 11/06	\$22.39	\$22.99	\$23.60	\$23.87	\$24.31							
OR Technician														
RPN														
<b>011</b>														
3rd Class Stationary Engineer		Oct 11/04	\$21.90	\$22.37	\$22.94	\$23.29	\$23.73	\$24.20	\$24.93					
Building Engineer*		Oct 11/05	\$22.55	\$22.82	\$23.40	\$23.76	\$24.20							
		Oct 11/06	\$22.91	\$23.50	\$24.10	\$24.47	\$24.93							
<b>012</b>														
2nd Class Engineer		Oct 11/04	\$22.28	\$22.86	\$23.41	\$23.85	\$24.31	\$24.80	\$25.54					
Plumber		Oct 11/05	\$22.73	\$23.32	\$23.88	\$24.33	\$24.80	\$25.54						
Electrician		Oct 11/06	\$23.41	\$24.02	\$24.60	\$25.06	\$25.54							
Steamfitter														
Sheet Metal Worker														
Refrigeration & Air Conditioning Mechanic														
Millwright														

\*Other than those referred to in Letter of Understanding

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