

COLLECTIVE AGREEMENT

BETWEEN



ST. JOSEPH'S HEALTH CARE LONDON

And



**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND
ITS LOCAL 27**

Expiry March 31, 2009

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Article 1 GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and it's employees within the bargaining unit and to provide an orderly procedure for the disposition of grievances.
- 1.02 The parties agree that unless specifically referenced at the beginning of an Article's clause all language contained in the Collective Agreement will pertain to all full time and part time employees.

Article 2 UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all service employees and Registered Practical Nurses employed by the Employer at St. Joseph's Hospital, Parkwood Hospital and Mount Hope Centre for Long Term Care London, Ontario pursuant to OLRB Board File No. 37098-99 and decision dated September 26, 2000.

All lay employees employed by the Employer (St. Joseph's Health Care, London) at Grosvenor, Mount Hope and Parkwood sites at London Ontario; save and except Professional Medical staff, Registered Nurses, Graduate nursing staff, Undergraduate Nurses, Graduate Pharmacist, Undergraduate Pharmacist, Coordinator, Graduate Dieticians, Student Dieticians, Persons engaged in research work, Social Workers, Social Work Assistants, Technical and Professional Personnel, Chief Engineer, Assistant Chief Engineer, Supervisors, Foremen, persons above the rank of Supervisor or Foreman, Office and Clerical staff, Security Guards, and Technical Unit Personnel covered by a subsisting Collective Agreement between SEIU, Local 220 and St. Joseph Health Care, London.

- 2.02 The Employer undertakes that it will not enter into any other agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.03 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and visa-versa, where the context so requires.
- 2.04 Data to be supplied to the Union:
On a monthly basis; changes of supervision as they occur, list of members paying dues and the amount.

On a semiannual basis; a lists of names, addresses, postal codes and telephone number if not otherwise unlisted or protected for reasons of privacy of members who are currently in the bargaining unit.

- 2.05 The Employer will recognize and deal with the Union on matters arising from this Collective Agreement.
- 2.06 The Employer will notify the Union of changes to Corporate Policies that directly affect employees, prior to implementation. Should this Collective Agreement amend a Corporate Policy then this Collective Agreement shall take precedence.

ARTICLE 3 NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, intimidation, coercion exercised or practiced by either of them or their representatives or members against any employee because of membership or non-membership in the Union.

The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee, by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, handicap, place of origin, political affiliation or sexual orientation.

- 3.02 Where the term “spouse” or “partner” is used in this Agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

ARTICLE 4 - WORKPLACE HARASSMENT

- 4.01 The Employer 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 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. It may involve a threat, an implied threat or be perceived as a condition of employment.

Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.

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 remarks, gestures, graphics or jokes. Some examples of harassment are:

- a) 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;
- b) Displaying material that is racist, derogatory or objectionable in relation to any of the prohibited grounds;
- c) Refusing to converse or work cooperatively with an employee because of racial or ethnic background or any of the other prohibited grounds of discrimination;
- d) Insulting gestures, graphics or jokes, based on a person's sexual orientation or any other prohibited grounds.

If an employee believes they have 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, they may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer 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.

The Employer will advise the employee of their right to union representation.

ARTICLE 5 REGISTERED PRACTICAL NURSE CERTIFICATION

5.01 A Registered Practical Nurse (RPN) is an individual who holds a General Certification of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A RPN will be required to show their current General Certification to their employer prior to February 15th of each calendar year.

5.02 A Registered Practical Nurse (RPN) who is employed with the Employer and is without a current General Certification of Registration after February 15th of each calendar year shall be placed on non-disciplinary unpaid suspension until the production/confirmation of a current General Certification of Registration. If a RPN presents evidence that their Certification of Registration has been reinstated, they shall be reinstated to their position effective upon presentation of such evidence. Failure to provide evidence within ninety (90) days of being placed on non-disciplinary suspension by the Employer will result in the RPN being deemed to be no longer qualified and the RPN shall be terminated. Such termination shall not be the subject of a grievance Arbitration.

ARTICLE 6 NO STRIKE OR LOCKOUT

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 as set forth in the *Ontario Labour Relations Act*.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 The Union recognizes that the management of the hospital and the direction of the employees are exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, promote, demote, classify, transfer, lay-off, recall, mandatory retire according to the current legislation in the province and suspend or otherwise discipline employees for just cause;
- c) determine in the interest of efficient operation and high standards, quality of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- d) generally to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;

- e) make, enforce and alter from time to time rules and regulations to be observed by the employees, unless such rules or regulations are amended by this Agreement and then this Agreement shall take precedence.

7.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 8 UNION SECURITY

8.01 The Employer 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 employee's pay on the first pay in each calendar month and the same shall be remitted by the Employer to the Financial Secretary of the Union not later than the last day of the month following the month in which the same were deducted by the Employer;
- (d) the Employer agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

8.02 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 Employer in writing by the Union.

8.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.

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

8.05 The Employer agrees to pay into a special fund two thousand dollars (\$ 2,000.00) each fiscal year of this Collective Agreement commencing April 1, 2003 for the purpose of providing paid education leave. Such monies to be paid into a trust fund established by the National Union, CAW effective April 30th of each fiscal year and sent to the following address:

CAW Paid Education Leave Program
CAW-Canada
205 Placer Court
Toronto, ON M2H 3H9

The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses, may be granted a leave of absence without pay provided the Employer can maintain its' operations and provide adequate care upon granting such leave.

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

ARTICLE 9 NEW EMPLOYEE ORIENTATION

- 9.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security.
- 9.02 The Employer agrees that the Union Chairperson or Committee person will be given an opportunity to meet with new employees within regular working hours, without loss of pay, for up to thirty (30) minutes during the general orientation, on the Employer premises, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 10 UNION REPRESENTATION

- 10.01 The number of Union Representatives the Employer shall recognize shall be site specific to St. Joseph's Hospital, Mount Hope Centre for Long Term Care and Parkwood Hospital. It is understood that St. Joseph's Hospital will include ~~Withdrawal Management Service~~, HIV Clinic, Family Medical Centre and HMMS. The Employer will recognize one (1) union representative for each one hundred members or portion thereof greater than fifty percent (50%) plus one (1), but in any event no less than a total of twelve (12) union representatives, consisting of four (4) union representatives from St. Joseph's Hospital, five (5) union representatives from Parkwood Hospital, and three (3) representatives from Mount Hope Centre for Long Term Care. The Employer will recognize from the above union representative one (1) chairperson for St. Joseph's Hospital, Mount Hope for Long Term Care, Parkwood Hospital and one (1) chairperson to represent the Registered Practical Nurses at St. Joseph's Health Care, London.

- 10.02 The Employer shall grant the President of the Local Union and the National Representatives of the Union entry into each site of the facility upon proper notification of whom may be present with the Committee at any meeting with the Employer.
- 10.03 (a) The Employer shall recognize the Union Representatives as outlined Article 10.01 above as the Negotiation Committee.
- (b) The Employer shall recognize a Grievance Committee that consists of the site Chairperson, the Union Representative that assisted the grievor and the National Representative to handle all grievances other than Policy Grievances. The Grievance Committee to represent the Union on behalf of Policy Grievances will consist of the four (4) Chairpersons and the National Union Representative.
- 10.04 The Union Committee and the Employer shall meet every second month at times mutually agreed upon. Necessity for a meeting will be indicated by letter from either party to the other party, delivered five (5) days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed. Union representatives will not suffer any loss of regular earnings for time spent at these meetings.
- 10.05 The Employer agrees to provide each Chairperson voice mail, e-mail access and will assist the Chairperson to book rooms within the sites in order to meet with members. It is understood that Union Representatives have regular duties and responsibilities to perform and will not leave their regular duties and responsibilities to perform Union business without first notifying their Director/designate.
- 10.06 The Employer agrees to retain the entire elected committee at work during any layoffs or cutbacks in employment during their respective terms of office.
- 10.07 The Union agrees to supply the Employer with the names of the Union Committee Representatives on a semi-annual basis.
- 10.08 Members of the Union committee will be maintained whole for time spent at Union/Management meetings and contract negotiations up to and including conciliation, for which permission has been granted. Maintained whole may include discussions between the employee and their Director/designate, about adjusting hours of work for the employee, if care to patient/residents can be maintained. When the Employer requests a union committee person to attend an investigation or discipline during their time off, they will receive accumulated time off at their straight time hourly rate for the time spent with the Employer.

ARTICLE 11 GRIEVANCE/ARBITRATION PROCEDURE

- 11.01 For the purpose of this Agreement a grievance is defined as a difference between the parties

relating to the interpretation, application, administration or alleged violation of this Agreement. The governing principle will be that the parties have a material interest in their own solutions and avoiding if at all possible the decision made by an Arbitrator.

11.02 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 they have given the Employer the opportunity of adjusting the complaint. If an employee has a complaint, such a complaint shall be discussed with their immediate supervisor within ten (10) calendar days after the circumstance giving rise to the complaint has originated or occurred. If the immediate supervisor is unable to adjust a complaint to the mutual satisfaction within seven (7) calendar days, the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor. Any employee is entitled upon request to have a Union Committee member present with them when meeting with the supervisor to attempt to adjust their complaint.

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

Step1

The employee with the assistance of a Union committee member if desired, must submit a written grievance signed and dated by the employee to their Director or designate. The nature of the grievance, the remedy sought and a section or sections of this Agreement that are alleged to have been violated shall be set out in the grievance. The Director or designate will deliver their decision in writing within seven (7) calendar days after the receipt of the grievance. Failing settlement the next step of the grievance procedure may be taken.

Step2

Within seven (7) calendar days following the decision under Step1, the grievance must be submitted to Human Resources to be discussed at a meeting between representatives from the Employer, the Union committee and the grievor(s) within seven (7) calendar days of the receipt of the grievance. Either party may have assistance from outside the Employer at this stage if desired. The Employer shall give a written deposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within thirty (30) calendar days after the reply in Step 2 is given. If no request for arbitration is received within such thirty (30) calendar day period, the grievance shall be deemed to have been abandoned.

11.04 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 under Step 1 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.

11.05 Policy Grievance

A grievance directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement must be originated under Step 2 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step 2, the grievance may be submitted to arbitration in accordance with the provisions of this Agreement. 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 themselves 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.

11.06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing under Step 2 within seven (7) calendar days of the employee being notified of their discharge. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.

11.07 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be binding upon the Employer and the Union and the employee(s) involved.

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 the *Ontario Labour Relations Act*.

11.08 Arbitration Procedure

If the Employer or the Union requests that a grievance be submitted to arbitration, as herein provided, it shall make such request in writing addressed to the other party to this Agreement.

The Parties agree that a sole arbitrator shall resolve all grievances that have been processed to arbitration. The Parties mutually agree to develop a roster of four (4) arbitrators. 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 thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Office of

Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure.

- 11:09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11:10 No matter may be submitted to arbitration that has not been carried through all requisite steps of the grievance procedure.
- 11:11 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.
- 11:12 The proceedings of the Arbitrator/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 Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 11:13 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 Chairperson of the Arbitration Board.

ARTICLE 12 ACCESS TO FILE

- 12.01 An employee shall upon written request, made a reasonable time before the time of viewing, have an opportunity to view their personnel file in the presence of the Director of Human Resources or their designate. The information the employee may review will be:
- (a) application form;
 - (b) formal disciplinary notations;
 - (c) incident reports put into the file;
 - (d) written evaluations;
 - (e) letter of expectations.

ARTICLE 13 ADMINISTRATION OF DISCIPLINE

- 13.01 Where an employee is subject to a suspension or discharge penalty, he or she shall be entitled upon his or her request to have a Steward or Union Committee person present when the disciplinary action is taken. It is the Employer's responsibility to inform the employee of his or her right to request such representation.

- 13.02 Discipline is defined as a verbal or written warning, reprimand, suspension, dismissal or other disciplinary action to an employee. No disciplinary action shall remain against an employee's record for a period longer than eighteen (18) months from the date of occurrence.
- 13.03 It is agreed that the Union Chairperson or designate will be present at the discipline of any employee within the bargaining unit.

ARTICLE 14 LOCAL OR NATIONAL UNION LEAVE

- 14.01 Any employee elected or appointed to a full-time position in the Local Union or National Union, CAW-Canada, will be granted a leave of absence by the Employer for a maximum of three (3) years. In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace. It is understood that the intent of this Article is that it shall apply to only one employee at a time per circumstance as noted above, and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence.

ARTICLE 15 SENIORITY

15.01 Probationary Period

- (a) Employees will be considered on probation until after the employee has completed either 337.5 hours or forty-five (45) days of work whichever comes first, within any twelve (12) calendar months.
- (b) An employee who has not completed her probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.
- (c) The Employer may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work or 225 hours. The Employer will advise the employee and the Union of the basis for such an extension. Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.
- (d) Full-Time Only
Upon completion of such probationary period the employee's name will be placed on the full time seniority list with seniority dating from the date the employee was last hired by the Employer.

(e) Part-Time Only

Upon completion of such probationary period the employee's name will be placed on the part time seniority list being given credit for the probationary hours worked and will thereafter accumulate seniority on the basis of hours worked in the Bargaining Unit.

- 15.02 In cases of promotion, demotion, transfer, layoff and recall, seniority shall prevail, provided the senior employee possesses the bona fide qualifications and ability to perform the work available.
- 15.03 Employer seniority lists of employees shall be prepared according to the records of the Employer as of January 1st and July 1st each year, and will be posted on the official Union bulletin boards, at each site, on or before February 1st and August 1st respectively.
- 15.04 The Employer will supply copies of the Seniority List, along with an updated list of all Supervisors, to the Union Committee and the Local Union Office, on or before February 1st and August 1st respectively.
- 15.05 It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.
- 15.06 Seniority shall continue to accrue for a period of twenty-four (24) months if an employee's absence is due to disability resulting in WSIB benefits.
- 15.07 Loss of Seniority and Employment Rights
An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:
- (a) has been laid off for thirty (30) months;
 - (b) resigns;
 - (c) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer and failure to notify was due to circumstances outside the employee's control;
 - (d) fails to return to work on the expiration of leave of absence, except for reasons beyond the employee's control, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;
 - (e) fails upon being notified of a recall to signify his or her intention to return within three (3) calendar days after he or she has received the notice of recall mailed by

registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after he or she has received the notice of recall or such further period of time as may be agreed upon by the parties.

- (f) fails to provide the Employer proof of registration or licence with the relevant professional association when requested on an annual basis.

ARTICLE 16 NOTICE OF LAY-OFF

16.01 In the event of a proposed layoff, the Employer shall:

- (a) provide the Union with no less than 6 months written notice of the proposed layoff or elimination of position; and
- (b) provide to the affected employee(s), if any, who will be laid off or whose job will be eliminated, with no less than four (4) months written notice of layoff, or pay in lieu thereof.
- (c) provide the Union Representative with available space and time, if scheduled to work, to meet with the employee on the date the notice of layoff is given.

ARTICLE 17 LAYOFF AND RECALL

The Employer and Union agree that layoff should be the last resort and that reasonable efforts will be undertaken to reduce the impact of layoff to employees.

17.01 In the event of a layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the bona fide qualifications and ability to perform the work.

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

- (a) accept the layoff, or
- (b) opt to receive a separation allowance as outlined in Article 19, or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP), or

- (d) displace an 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 bona fide qualifications and ability to meet the normal requirements of the job in the lower or identical classification. Such employee so displaced shall be laid off. Any person displaced through the bumping procedure shall himself or herself be entitled to utilize the procedure.

17.03 Full-Time

- (a) In the event the bumping procedure is exhausted within the full time classifications, a laid off full-time employee who does not have the seniority to bump within the full-time classifications shall be given the opportunity to utilize the bumping procedure with respect to the least senior part-time position provided the laid off full-time employee has more seniority and has the bona fide qualifications and ability to meet the normal requirements of the job.
- (b) Where a full-time employee utilizes the above procedure to accept part-time employment, his or her right to recall to full-time employment is maintained. Such full-time employees transferring into part-time positions(s) shall carry their full seniority and service credits with them.

17.04 Part-Time

- (a) In the event of a layoff of part-time employees the employee who is subject to layoff shall have the right to either accept the layoff, or displace an employee who has lesser bargaining unit seniority and who is the least senior in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff has the bona fide qualifications and ability to meet the normal requirements of the job in the lower or identical classification. Such employee so displaced shall be laid off. Any person displaced through the bumping procedure shall himself or herself be entitled to utilize the procedure.
- (b) In the event the bumping procedure is exhausted within the part-time classifications, a laid off part-time employee who does not have the seniority to bump within the part-time classification shall be given the opportunity to utilize the bumping procedure with respect to the least senior full-time position provided the laid off part-time employee has more seniority and has bona fide qualifications and ability to meet the normal requirements of the job.
- (c) Where a part-time employee(s) utilizes the above procedure to accept full-time employment, his or her rights to recall to part time employment under this article is maintained. Such part-time employees transferring into the full-time position shall carry their full seniority and service credits with them.

NOTE: An identical paying classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employees is within seven percent (7%) of the laid off employees straight time hourly wage rate.

- 17.05 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the bona fide qualifications and ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in this Agreement shall not apply until the recall process has been completed.
- 17.06 In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- 17.07 An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position he or she held prior to the layoff should it become vacant within six (6) months of being recalled.
- 17.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 17.09 It is the sole responsibility of the employees who have been laid off to notify the Employer of his or her intention to return to work within five (5) calendar days (exclusive of Saturday, Sundays, and paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.
- 17.10 Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) calendar days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 17.11 No full-time employee within the bargaining unit shall be laid off by reason of his or her duties being assigned to one or more part-time employees.
- 17.12 In the event that a layoff commenced on the day immediately following a paid holiday, any employees who otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

- 17.13 A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of layoff.

ARTICLE 18 BENEFITS ON LAY-OFF

- 18.01 In the event of lay-off, a laid off full time 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 five (5) months following the month in which the layoff occurred.

ARTICLE 19 SEVERANCE & EARLY RETIREMENT OPTIONS

- 19.01 Where an employee resigns within 30 days after receiving notice of layoff pursuant to the notice of lay-off provision in this collective agreement, 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-six (26) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- 19.02 Where an employee resigns later than 30 days after receiving notice pursuant to the notice of lay-off provision in this collective agreement, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred, fifty (\$1,250) dollars.
- 19.03 Early Retirement Options
Prior to issuing notice of layoff pursuant to the notice of layoff provision in this collective agreement, in any classification(s), the Employer 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 classifications) who would otherwise receive notice of layoff under the notice of lay-off provision in this collective agreement.

An employee who elects an early retirement option shall receive, following the completion of the last day of work, a retirement allowance of two (2) week's pay for each year of service, to a maximum of thirty (30) weeks on the basis of the employee's normal weekly

earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

A Full Time employee who elects this early retirement option and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits and who at the time of electing this early retirement option are enrolled in the Employers benefit plan shall be provided equivalent coverage to that provided to other full time employees on the same basis as is provided to active employees for semi-private, extended health and dental benefits as defined in the collective agreement. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees. The employee will arrange with and provide the Employer either preauthorized payments or other arrangement suitable to the Employer and employee.

Note: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

ARTICLE 20 JOB SECURITY

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

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

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer 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:

- (1) to employ the employees thus displaced from the Employer; and
- (2) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer'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 Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

On request by the Union the Employer will undertake to review contracted services, which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Employer further agrees that the results of their review will be submitted to the Labour Adjustment Committee for its consideration

20.02 Technological Change

The Employer agrees to notify the Union, in advance as far as practical, of its intention to introduce technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer 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 present employees.

Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery that results in the displacement of an employee from their regular job.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

ARTICLE 21 JOB POSTING

21.01 In order to ensure that employees are given the opportunity of applying for transfers or promotions, the Employer agrees to post all job category vacancies covered by this Agreement on Bulletin Boards for a period of seven (7) calendar days. The successful applicant will be selected in accordance with the seniority provision in this Agreement and all employees in this bargaining unit shall be considered for such vacancies.

Subsequent permanent vacancies resulting from the transfer of an employee will require the posting procedure, unless otherwise agreed to between the parties.

21.02 Employees are eligible to apply to any position provided they have been in their current position for at least six (6) months. 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 or classification. Status is understood to refer to full-time or part-time classification.

- 21.03 (a) The posting shall stipulate the bona fide qualifications, classification, status, current hours of work and the department concerned. It is understood that the hours of work reflect the current scheduling arrangements and are subject to change as determined by the Employer. Duration of vacancy will also be stipulated should the vacancy not be permanent. If the start date of the posted position is greater than forty-five calendar days from the last date the posting is closed, the Employer will notify the Union chairperson of the reason(s) for delay.
- b) When a full time vacancy arises within a scheduling unit/department the Employer at their discretion may offer the remaining full time employees within the classification the opportunity to move to different scheduled line as currently available within the scheduling unit/department. If more than one employee wishes to change their scheduled line the selection of the employee will be based on seniority.

21.04 Transference of Seniority/Service

Seniority: Refers specifically to time spent within the bargaining unit while continuously employed with the Employer and as such is subject to the provisions of this Agreement and will apply as referenced in this Agreement.

Service: Refers to continuous employment with the Employer that is not interrupted by separation from the Employer and as such is subject to the provisions of this Agreement and will apply as referenced in this Agreement.

- (a) For the purposes of transfer of seniority, an employee's seniority and service shall be retained in the event an employee transfers from full time to part time, or part time to full time, the employee shall receive credit for full seniority and service on the basis of 1650 hours worked for each year of full time seniority or service. Any time worked in excess of the equivalent, shall be prorated at the time of transfer.
- (b) If at any time the seniority of a part time employee is to be compared with the seniority of a full time employee for any reason, a part time employee's seniority shall be converted to the equivalent full time seniority on the basis of 1650 hours worked as 1 year. Notwithstanding, at no time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent. Where a part time employee is successful to a full time position he/she will revert to date of hire for seniority purposes.
- (c) Should an employee transferring in accordance with this Article be unable to fulfill the duties of the position in question, the employee may be transferred back to their substantive position within the first sixty (60) days of the new employment. The

Employer shall meet with the Union to discuss the impact to the employee(s) and the Union, of a transfer of the employee back to their substantive position.

- 21.05 The successful applicant to a job posting will be provided with orientation on the job and upon assessment by the Employer, will receive training for added skills as required. The successful candidate must demonstrate competency of the added skill within the time frame outlined in the learning plan. Should the successful applicant be unable to demonstrate competency within the original learning plan the Employer and union will meet to discuss whether any further support may make the employee successful.
- 21.06 The Employer may temporarily fill any vacancy or new job while observing the procedure herein set forth.
- 21.07 Copies of any and all job postings shall be forwarded to the Union office and Union Chairperson once a month.
- 21.08 Within five (5) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be posted on the Union Bulletin Boards.
- 21.09 Part-Time Filling of Temporary Full-Time Vacancies
- (a) Where a full time bargaining unit employee is absent from work for an extended period of time for any reason, including pregnancy/parental leave and workers' compensation, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed eight (8) months a part time bargaining unit employee or a series of part time bargaining unit employees will be entitled to work full time hours on a relief basis to cover for the absence, or to cover the project. The Director of Human Resources or their designate will meet with the Union Chairperson or their designate as soon as such temporary vacancies arise to discuss filling such vacancies.
- (b) Where both parties agree to fill the vacancy with a part time employee or a series of part-time employees, such a process will be implemented, and the part time bargaining unit employee or employees who are scheduled to work the full time hours during the absence or employees who are scheduled to work the full time hours during the course of the project will continue to be covered under the terms and provisions of the Collective Agreement that pertain to part time employees.
- (c) Where the position will not be filled with a part-time employee or a series of part-time employees, the Employer will fill the vacancy in accordance with the job posting procedure as outlined in article 21.01.

- (d) The Employer will notify the Union in writing where such temporary vacancy will be offered an extension of the temporary full time vacancy for a period not to exceed six (6) months.

21.10 The Employer will outline in writing to the individual or individuals who will be working full time hours on a relief basis or on the project the expected duration of such employment as well as the classification concerned and rate of pay and the Union Committee Chairperson will also be given a copy of the letter. Upon completion of the temporary position, part time employees will return to the scheduling unit to which they were part, just prior to their acceptance of the temporary position.

ARTICLE 22 ACCOMODATION

22.01 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 notify the Union when the employee has accepted suitable work. The Employer will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Employer.

22.02 The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.

The Employer will notify the Union of employees who qualify to apply for WSIB and Long Term Disability (LTD).

The employer agrees to provide the employee with a copy of the workplace and safety insurance board form 7, at the same time it is sent to the board.

ARTICLE 23 LABOUR ADJUSTMENT COMMITTEE

- 23.01 (a) With respect to the development of any operating or re-structuring plan, which may affect the bargaining unit, the Union will be notified and shall be involved immediately in the planning process from the early phases through to the final phases of the process.
- (b) In addition to that, and to any other planning committee in the Employer of a more broadly representational make-up, there shall be immediately established a Labour

Adjustment Committee for the bargaining unit, which shall meet during the term of this Agreement as mutually agreed by the parties.

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

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

(c) Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union Committee. The number of representatives shall consist of at least two (2) representatives from each party to a maximum of five (5) representatives from each party.

It is understood that employee time spent at meetings with the Employer in pursuance of the above, shall be deemed to be work time for which the employee shall be paid by the Employer at their regular or premium rate as may be applicable.

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

(d) Disclosure

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

(e) Accountability

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.

23.02 Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

ARTICLE 24 HEALTH, SAFETY AND ENVIRONMENT

- 24.01 (a) The Employer and the Union agree, that they mutually desire to maintain standards of safety and health and maintain every reasonable precaution in order to prevent accidents, injury and illness. The Employer shall comply with the *Occupational Health and Safety Act, 1990*, its regulations and codes of practice and environment, legislation and regulations in effect on the effective date of this Agreement, as minimum standards.
- (b) Where employees are working in high-risk areas for exposure to infectious or communicable diseases for which there are available preventative vaccinations, they shall be provided at no cost to the employees.
- (c) Where the Employer 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.
- 24.02 (a) Joint Health and Safety Committee composed of two (2) CAW members per committee chosen by the Union. At no time shall the Employer representatives be allowed to outnumber the employee representatives.
- (b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be an employee member; the other shall be an Employer member.
- (c) The committee shall determine that inspections have been carried out at least once a month by the co-chairs or designates.
- (d) Without limiting the generality of the foregoing, the committee shall:
- (1) Carry out monthly inspections of the workplace.
 - (2) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - (3) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.

- (4) Meet once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.
- (5) Record the minutes of the meetings that shall be reviewed by the co-chairs, distributed to the committee members, posted on the bulletin boards.
- (6) Committee members are entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting, such time as is necessary to attend meetings of the committee and such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27) and 9 (31) of the “Act”.
- (7) All scheduled hours of work otherwise spent by members of the committee in duties under this provision shall be replaced by other employees consistent with this Agreement if in the Employer’s opinion replacement is required.

24.03 (a) The Employer will ensure that all employees are aware of the requirement to practice universal precautions in all circumstances.

(b) The Joint Health and Safety shall be provided with the annual summary of data from the Workplace Safety Insurance Board (WSIB) relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid with lost workdays, and the incidence of occupational injuries.

24.04 Every reported injury or accident will be investigated.

24.05 The Employer agrees to give Union health and safety staff or Union health and safety consultants access to the workplace for the purposes of attending meetings of the health and safety committee or committee business (e.g., inspecting, investigating) provided prior notice of at least ten (10) calendar days and approved by the Employer. This request will not be unreasonably withheld.

24.06 An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to a doctor’s office or hospital and/or to his/her home when unfit to drive. An employee who is absent from work as a result of an illness/injury sustained at work and who has been awaiting approval of a claim of WSIB for a period greater than 5 working days may apply to the Employer for payment equivalent to the lesser of the benefit they would be entitled to

under WSIB or the short term sick portion of the HOODIP. In order for an employee to receive payment under this clause they will enter into a signed agreement with the Employer through the Occupational Health and Safety Services. Any monies forwarded to the employee by the Employer will be repaid to the Employer, once the employee is in receipt of monies from WSIB.

- 24.07 The Employer agrees that the joint health and safety committee will have the right to investigate complaints related to indoor air quality/molds/ventilation.
- 24.08 If incidents involving aggressive patient/resident action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. The Employer will promptly take action to address the legitimate health and safety concerns of employees presented. The Employer recognizes that on occasion aggressive action of patients/residents may cause damage to personal items of employees, such as eyeglasses. Incidents of aggressive patient/resident action that result in damage to the personal property will be immediately brought to the attention of the Director/designate. The Director/designate will review the situation and determine if any reimbursement for damages to personal property is required.
- 24.09 Where possible, each year on April 28 and December 6 at 11:00 a.m., the Employer will observe the memory of workers killed or injured on the job and those women who's lives have been impacted by violence, respectively, with one (1) minute of silence.
- 24.10 The Employer agrees to have the Union select an employee to attend education on ergonomic assessment. The Employer will cover wages, to maintain the employee whole, up to thirty-seven and one half (37.5) hours. The Union will provide the request of time to attend, to the Employer, two (2) weeks in advance and include the date, time and location of the education. The Employer will cover the costs of lost wages once in the life of this Collective Agreement.

ARTICLE 25 EDUCATION LEAVE

- 25.01 (a) Where employees are required by the Employer to take courses or upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.
- (c) Both the Employer and the Union recognize their joint responsibility and commitment to provide and participate in, in-service education. The union supports

the principle of its' members' responsibility for their own professional development and the Employer will provide programs related to the requirements of the Employer. Available programs will be publicized.

- 25.02 When an employee is on duty and authorized by the Employer to attend any required in-service program within the Employer during their regular scheduled working hours, they shall suffer no loss of pay and such time will be paid at the employee's applicable hourly rate.
- 25.03 Where an employee is required to attend mandatory in-service programs as outlined in Article 25.02 and is unable to attend as a result of the in-service not being offered during the employee's regular scheduled working hours, they shall be paid at their regular straight hourly rate for all hours spent in the in-service.
- 25.04 In conjunction with the Union committee the Employer will facilitate the arrangement of on-site CPR re-certification sessions for employees.

ARTICLE 26 PERSONAL LEAVE

- 26.01 The Employer may grant a leave of absence without pay for personal reasons provided the employee can be spared having due regard for the proper operation of the Employer. Application of such leave shall be made in writing to the Employer 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 the duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.
- 26.02 Allow employees to receive one (1) personal day unpaid per month, not to be construed as sick or absence. Personal days are to be selected by the employee and Employer by mutual agreement. It is understood that this clause will not be additional to any clause under the *Employment Standards Act* or combined with any clause under the *Employment Standards Act* to provide for more than one personal day unpaid per month.

ARTICLE 27 BEREAVEMENT LEAVE

- 27.01 An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to five (5) working days off, within seven (7) calendar days, in conjunction with the day of death, without loss of their regular earnings for their scheduled hours for a member of their immediate family. "Immediate family" means spouse, common-law spouse, partner of the same sex, child or stepchild and parents. Up to three (3) working days off,

within seven (7) calendar days, in conjunction with the day of death, without loss of regular earnings for their scheduled hours for other members of their family including step-parents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparent, grandchild, son-in-law and daughter-in-law. The relationships set above are deemed to include those family relationships arising from relationship with a common-law and/or partner of the same sex.

27.02 The employer, upon request, may extend such leave with or without pay where an employee does not qualify under the above-noted definition.

27.03 All employees will receive credit for service and seniority during such leaves as outlined in Article 27.01 above.

27.04 **Part Time Only**

All days that otherwise would qualify as per Article 27.01 as paid bereavement leave shall be considered as a day worked if the employee had the opportunity to work based on the practice of equalization within the scheduling unit.

ARTICLE 28 PREGNANCY PARENTAL LEAVE

Pregnancy Leave (Applicable to Full-Time and Part-Time employees)

28.01 Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service. The employer agrees to provide a pregnancy leave of up to seventeen weeks (17) for a pregnant employee.

28.02 It is agreed that the union and the bargaining unit employees shall not be disadvantaged in any way by any amendments to the Ontario Employment Standards Act and Regulations. For greater clarity, the Collective Agreement provisions shall prevail. Where this collective agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.

28.03 In the event the Ontario Employment Standards Act and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.

28.04 The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also

furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

- 28.05 The employee shall reconfirm her intention to return to work on the date originally approved in Article 28.04 above by written notification received by the Employer at least two (2) weeks in advance thereof.
- 28.06 An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. 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. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Employer 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 normal weekly hours for a part time employee shall be calculated by using the same time period as used for the calculation of the Employment Insurance benefit.
The Employer will pay the employee eighty-four percent (84%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.
- 28.07 The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payment received under the plan.
- 28.08 Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees such accumulation shall be on the basis of what the employee's normal regular hours of work as calculated in Article 28.06 above.
- 28.09 The employer will continue to pay its share of the premium contributions of subsidized employee benefits, including the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. Where applicable, the employer will continue to pay a percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Unemployment Insurance Commission.

- 28.10 The employee shall be reinstated upon their return from pregnancy leave to her former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.
- 28.11 Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician and upon consultation with the Occupational Health Unit the pregnancy is at risk.

Parental Leave **(Applicable to Full-Time and Part-Time employees)**

- 28.12 Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- 28.13 The employer agrees to provide a parental leave of up to 35 weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or the adoption of a child.
- 28.14 It is agreed that the union and the bargaining unit employees shall not be disadvantaged in any way by any amendments to the Ontario Employment Standards Act and Regulations. For greater clarity, the Collective Agreement provisions shall prevail. Where this collective agreement provides an employee(s) with a greater right, benefit, term or condition for parental leave that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.
- 28.15 In the event the Ontario Employment Standards Act and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.
- 28.16 An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- 28.17 An employee who is an adoptive parent shall advise the employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of 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.
- 28.18 An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- 28.19 An employee shall reconfirm his or her intention to return to work on the date originally approved in Article 28.16 above by written notification received by the Employer at least two (2) weeks in advance thereof.
- 28.20 An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of thirty five (35) 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 normal weekly hours for a part time employee shall be calculated by using the same time period as used for the calculation of the Employment Insurance benefit.
- 28.21 The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payment received under the plan.
- 28.22 Credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave, including an adoptive parent on parental leave as calculated in Article 28.20 above.
- 28.23 The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to thirty-seven (37) weeks while the employee is on parental leave, including an adoptive parent on parental leave, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. Where applicable, the Employer will also continue to pay the percentage in lieu of benefits for a period of up to thirty seven (37) weeks and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.
- 28.24 The employee shall be reinstated upon their return to from parental leave to her former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.

ARTICLE 29 UNION LEAVE

29.01 Leave of absence for Union business shall be given at each site (Mount Hope Centre for Long Term Care, Parkwood Hospital, St. Joseph's Hospital) without pay up to a maximum for all employees of 60 days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Employer.

Such leave shall be subject to the following conditions:

- (a) not more than six (6) employees of the Employer at each site (Mount Hope Centre for Long Term Care, Parkwood Hospital, St. Joseph's Hospital) are absent on any such leave at the same time, and not more than two (2) employees from a department;
- (b) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Employer in accordance with the above conditions shall be paid for such leave by the Employer. The Employer shall then forward a statement to the Union for the full costs of wages and benefits associated with the leave plus 10% of wages for reimbursement of the amount stated.

ARTICLE 30 JURY AND WITNESS DUTY

30.01 If an employee is required to serve in any court of law, or is required by court subpoena to attend court proceedings by the Crown, or College of Nurses' hearing, or is required by subpoena to attend a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

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

ARTICLE 31 EFFECT OF ABSENCE

- 31.01 In the event of an employee's absence without pay from the Employer exceeds the employee's length of service or a minimum of sixty (60) days, the employee will not accumulate 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 Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.
- 31.02 Where an employee is on sick leave or receiving WSIB benefits or has qualified for WSIB benefits and is awaiting payment, or Long Term Disability seniority for all purposes shall continue.

ARTICLE 32 PAID HOLIDAYS

The following provisions are applicable to Full-Time Only.

- 32.01 An employee who qualifies under Article 32.05 hereunder shall receive the following paid holidays:

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

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

- 32.02 Holiday pay is defined as the amount of regular straight time hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he or she worked a normal shift on the holiday in question.
- 32.03 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- (a) illness or accident that commenced within thirty (30) calendar days of the date of the holiday;
- (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 Employer;
- (e) an employee's regular scheduled day off.

32.04 An employee who qualifies for the holiday pay and is required to work on any of the above named holidays, will at the option of the Employer, which shall take into account in its decision the request of the employee, to receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (1½) times their regular straight time rate of pay in addition to their regular straight time rate of pay, or
- (b) pay at the rate of time and one-half (1½) the employee's regular straight time rate of pay for work performed on such holiday and lieu day off at regular straight time rate of pay within forty- five (45) days before or forty-five (45) days following the holiday. Such lieu day off will be selected by the employee and their Supervisor by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Employer.

It is understood that employees will be paid the rate of one and one-half (1½) times their regular straight time rate of pay only for those hours worked between 0000 hours and 2400 hours on the day of the paid holiday, regardless of the duration of time worked within the shift, if the shift crosses both a paid holiday and regular work day.

32.05 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable. An employee that qualifies for statutory holiday pay shall be deemed to have qualified for lieu day pay.

The following provisions are applicable to Part-Time Only.

32.06 The following shall be observed as holidays at the Employer:

New Year's Day	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day

Easter Monday
Victoria Day
Canada Day

Remembrance Day
Christmas Day
Boxing Day

Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged. Employees will qualify for the above paid holidays in accordance with the *Employment Standards Act*.

32.07 If an employee works on any of the holidays listed in Article 32.06 they shall be paid at the rate of two and one-half (2½) times their regular straight time hourly rate for all hours worked on such holiday.

It is understood that employees will be paid the rate of two and one-half (2½) times their regular straight time rate of pay only for those hours worked between 0000 hours and 2400 hours on the day of the paid holiday, regardless of the duration of time worked within the shift, if the shift crosses both a paid holiday and regular work day.

ARTICLE 33 VACATION

Service for the purpose of vacation entitlement shall be calculated as one full year of employment in a Full-Time Status. For any other status (Part-Time), prior to Full-Time Status, years of service will be determined by the number of hours worked by the employee, where one year of service equals 1650 hours of worked.

Full Time Only

- 33.01(a) An employee who has completed less than one (1) year of continuous service shall be entitled to one and one-quarter (1¼) days of vacation for each month of continuous service, with pay.
- b) An employee who has completed one (1) year or more of continuous service shall be entitled to three (3) weeks annual vacation, with pay.
- (c) An employee who has completed five (5) years or more of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
- (d) An employee who has completed fourteen (14) years or more of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

- (e) An employee who has completed twenty-three (23) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay and effective April 1, 2007 an employee who has completed twenty-two (22) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.
- (f) An employee who has completed thirty (30) years of continuous service as of December 31, 2003 or as of December 31 in any subsequent year, up to December 31, 2007, shall qualify 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 qualifies for this extra week of vacation. This provision will end on December 31, 2007.
- (g) Effective April 1, 2008, an employee who has completed thirty (30) years or more of continuous service shall be entitled to seven (7) weeks annual vacation, with pay.

An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including WSIB), leaves of absence or other unpaid periods (except union business) which absence exceeds sixty (60) cumulative days during the period of qualifying the employees for vacation.

- 33.02 Where an employees scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with applicable provisions of the bereavement leave article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 33.03 a) Where an employee's scheduled vacation is interrupted due to a certified illness, the duration of such illness shall be considered as sick time and any unused vacation shall be rescheduled in accordance with the Collective Agreement. The employee is responsible for notifying the Director or designate of such illness when it occurs. The employee may be required to provide medical documentation to the Employer.
- b) Where an employee's scheduled vacation is interrupted due to certified illness that commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. In such circumstances, the employee's vacation shall be rescheduled. The employee does not have the right to "bump" previously approved vacation times of co-workers, regardless of the seniority of the co-workers.
- 33.04 An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to the employee up to the employee's date of termination at the time of his or her termination.
- 33.05 If the employee, by request in writing delivered to Payroll at least fifteen (15) working days

prior to the commencement of the employee's vacation, the Employer will pay the employee prior to the employee proceeding on vacation, the pay to which they are entitled to receive on the paydays occurring during the employees vacation period.

- 33.06 Scheduling of Vacation for Full-Time and Scheduling Unpaid LOA (Vacation) for Part-Time
The Employer will post by March 1st a vacation planner by classification in each unit to cover the period from May 15th to November 15th in each year. The vacation planner will remain posted until March 31st. The completed vacation schedule with the approved vacation times will be posted by May 1st of each year.

In addition, the Employer will post by September 1st a vacation planner by classification in each unit to cover the period from November 15th to May 15th in each year. The vacation planner will remain posted until October 1st. The completed vacation schedule with the approved vacation times will be posted by November 1st of each year.

By seniority, employees will indicate their preference for vacation entitlement on the posting. During the months of June, July and August employees will be limited to request three (3) weeks of vacation entitlement. Employees must submit their requests in a timely manner to ensure the process is fair for all employees. Additional entitlements will be considered after all other employees in the classification on the unit have made their requests

The granting of any other vacation within the remaining block of available time must be requested in writing fourteen (14) days prior to the posting of the schedule in which the vacation will commence in accordance with the schedule provisions of Article 34. The employer will notify the employee as soon as possible of the acceptance or refusal of their request. These periods of vacation will be offered on a first come first serve basis. In the event of a conflict seniority shall govern. It is understood that single day(s) vacation requests maybe submitted with less notice. Where an employee transfers to another unit after selecting their vacation, the Employer whenever possible will grant that vacation.

The vacation scheduling process may be altered or amended through consultation with the Union and the Employer.

It is understood that the vacation scheduling process for the Christmas/New Year period will be exempt from the above process and determined mutually by the Director and the employees within the scheduling unit.

Where an employee has not schedule their entire earned vacation entitlement by November 1st of each calendar year, the Employer will meet with the employee to discuss the scheduling of such vacation. The employee may request to carry over up to 75 hours from one calendar year to the next calendar year, which must be scheduled within that calendar

year. It is understood that vacation earned in the calendar year is to be taken within the same calendar year.

33.07 Effective January 1, 2002 the vacation year will change from April to March of each year to January to December of each year. This change will not result in the full time employee receiving any greater or lesser entitlement than they would have received had the dates not changed.

Part Time Only

33.08 When calculating service for vacation entitlement for part-time employees, years of service will be determined by the number of hours worked by the employee, where one year of service equals 1650 hours of worked.

- (a) An employee who has completed less than one (1) year of continuous service shall be entitled to an additional four percent (4%) in lieu on all worked hours.
- (b) An employee who has completed one (1) or more years of continuous service shall be entitled to an additional six percent (6%) in lieu on all worked hours
- (c) An employee who has completed five (5) or more years of continuous service shall be entitled to an additional eight percent (8%) in lieu on all worked hours.
- (d) An employee who has completed fourteen (14) or more years of continuous service shall be entitled to an additional ten percent (10%) in lieu on all worked hours.
- (e) An employee who has completed twenty-three (23) or more years of continuous service shall be entitled to an additional twelve percent (12%) in lieu on all worked hours and effective April 1, 2007 an employee who has completed twenty-two (22) years or more of continuous service shall be entitled to an additional twelve percent (12%) in lieu on all worked hours.
- (f) An employee who has completed thirty (30) years of continuous service as of December 31, 2003 or as of December 31 in any subsequent year, up to December 31, 2007, shall qualify on a one time only basis, to an additional fourteen percent (14%) in lieu on all worked hours during the one year period following the date the employee qualifies for this extra week of vacation. This provision will end on December 31, 2007.
- (g) Effective April 1, 2008, an employee who has completed thirty (30) or more years of continuous service shall be entitled to an additional fourteen percent (14%) in lieu on all worked hours.

Leave of absence without pay in lieu of vacation shall be granted to each part time employee on the same basis as a full time employee. Vacation will only count as an opportunity if the opportunity to work actually exists.

ARTICLE 34 HOURS OF WORK AND OVERTIME

It is understood and agreed that this Article does not constitute a guarantee as to hours of work per day or per week or for any period. All hours worked during a shift will be considered as worked on the date the shift commences

Full-Time Only

Eight (8) Hour Shifts

- 34.01 (a) The normal workweek shall be composed of an average of thirty-seven and one-half (37½) hours per week over the period scheduled by the Employer. The normal workday shall be seven and one-half (7½) hours exclusive of an unpaid meal period within eight (8) consecutive hours.
- (b) The normal daily paid hours of work for the “Shift Engineer” as defined by the *Operating Engineers’ Act*, will comprise eight (8) consecutive hours inclusive of two (2) fifteen minute rest periods and one paid thirty (30) minute meal period. The normal weekly paid hours of work shall consist of forty (40) hours per week over the period scheduled by the Employer.
- 34.02 (a) Two (2) paid rest periods of fifteen (15) consecutive minutes and an unpaid meal period of thirty (30) minutes shall be provided during each workday;
- (b) Employees working a shift less than eight (8) consecutive hours in duration, will be allowed a rest period of fifteen (15) consecutive minutes without any loss of pay within every three and three-quarter (3¾) hours of work.
- (c) Upon mutual agreement between the Employer and the employee, daily rest periods may be taken together.
- 34.03 (a) All authorized time worked beyond the normal hours will be considered overtime and paid at one and half (1½) times the straight hourly rate of the employee. There will be no pyramiding of overtime; once time worked is used for an overtime calculation it shall not be used on any other basis for calculating overtime.
- (b) Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. Time off in lieu of overtime shall be by mutual agreement.

- (c) Subject to the need for assigning work with a minimum of delay, the Employer will within reason distribute overtime on an equitable basis. Overtime will be distributed between full-time and part-time employees within the unit/department and classification based on seniority as posted twice yearly in the seniority list. It is understood that the roster for overtime will continue on a rotational basis for the six (6) month period the seniority lists are posted as outlined in Article 15.03.

For clarification, rotational basis means that all employees in a unit/department, within a classification will be offered the overtime, starting with the employee with the most seniority. Overtime shall be offered to the employee with the most seniority first and continue on until the overtime is worked

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

- 34.04 The Employer will schedule a minimum of sixteen (16) hours off between regularly scheduled shifts unless otherwise mutually agreed to by the Employer and employee, or the rate of one and a half (1½) times the regular hourly rate will apply to all hours worked during such sixteen (16) hour period. 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.
- 34.05 Schedules of work for a six (6) week period will be posted at least two (2) weeks prior to the effective date of the schedule.
- 34.06 The Employer will schedule two (2) weekends out of four (4) weekends off for employees unless otherwise mutually agreed to between the parties. It is understood that the word “weekend” is defined as being from 2300 hours Friday and 2300 hours Sunday.
- 34.07 Employees will not be required to work more than six (6) consecutive shifts when working eight (8) hour shifts unless otherwise agreed upon by the employee and the Employer. Any employee who works six (6) consecutive days will be scheduled two (2) consecutive days off work. 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 shall be scheduled following scheduled night shifts.

34.08 Where the Employer provides less than twenty-four (24) hours notice of a shift change, the affected employees will be paid time and one half (1½) of the employee's regular straight time hourly rate for all hours worked on the next scheduled shift.

Extended Hour Shifts

34.09 Extended hours will be introduced in any unit when:

a) Any employee who wishes to enter into an extended hour shift will do so with the knowledge and agreement of the employee, the Employer and the Union.

-or-

b) The Union and the Employer agree to a process to implement extended hours in a unit/department.

34.10 Employees working extended hours shall not receive a greater or lesser benefit than employees working seven and one-half (7½) hour shifts.

34.11 The impact of extended hours as outlined in this Agreement shall take precedence over similar articles in the collective agreement between the parties.

34.12 The probationary period referred to in this Collective Agreement shall be those expressed in hours.

34.13 The extended hour shift will consist of either 9.375 hours or 11.25 hours a shift or 225 hours in three (3) biweekly pay periods. Authorized work performed in excess of these hours will be paid at time and one-half the employee's regular straight time hourly rate. For the "Shift Engineer" as defined by the *Operating Engineers' Act*, authorized work performed in excess of 10 hours or 12 hours a shift or 240 hours in three (3) bi-weekly pay periods shall be paid at time and one-half the employee's straight time hourly rate.

34.14 With the exception of the "Shift Engineer" as defined by the *Operating Engineers' Act*, each ten (10) hour shift will contain a total of seventy-five (75) minutes of break time (37.5 minutes paid and 37.5 minutes unpaid). With the exception of the "Shift Engineer" as defined by the *Operating Engineers' Act*, each twelve (12) hour shift will contain a total of ninety (90) minutes of break time (45 minutes paid and 45 minutes unpaid). The breaks will be scheduled according to department preference.

34.15 Vacation leave will be in accordance with Article 33 of this Collective Agreement, but modified to an hourly-prorated equivalent.

34.16 Paid holidays for employees working extended hours will be granted in accordance with the

Collective Agreement but payment will be modified to an hourly prorated equivalent. Lieu days will be calculated in the same manner.

- 34.17 Shift premium will be paid in accordance with Article 37 of this Collective Agreement.
- 34.18 Employees working extended hours who are returning to work after absence due to illness or leave of absence shall, wherever possible, give 16 hours notice of his/her intention of returning to duty. However, the employee must give a minimum of 12 hours notice prior to the commencement of the employee's first shift.
- 34.19 Bereavement leave will be granted in accordance with the collective agreement. Payment for bereavement leave will be calculated for all hours of the employees working extended shifts.
- 34.20 Employees working extended hours will be paid sick leave as provided for under HOODIP pursuant to the collective agreement but modified to an hourly-prorated equivalent.

Part Time Only

A part time employee is an employee who is normally pre-scheduled less than thirty-seven and one half (37 ½) hours per week. In addition, part time employees are scheduled on a relief basis to fill in for illness, vacation and other staff shortages as determined by the Employer.

- 34.21 Scheduling shall be determined by the Employer to maintain adequate and capable employees in order to provide proper care subject to the provisions of this Agreement. Where applicable part time employees will continue the practice of providing the Employer with their availability prior to the scheduling of any six (6) week scheduling period by marking the dates they are not available to work.
- 34.22 Prior to posting of the six (6) week period at least two (2) weeks in advance, hours will be distributed equitably between all Part Time employees within a unit/department averaged over the posted schedule. Overtime will be paid on all hours worked in excess of seventy-five (75) hours in a bi-weekly pay period for tours of 7.5 hours. Over time will be paid on all hours worked in excess of one hundred fifty (150) hours in two (2) bi-weekly pay periods for extended tours of 11.25 hours or 9.375 hours. If part time employees work both 7.5 hour tours and 11.25 hour tours they will be considered for overtime over two (2) bi-weekly pay periods.
- 34.23 All Part Time employees will be given the same consideration as full time employees for break/rest/meal periods as outlined above in Article 34.
- 34.24 Effective on or before October 31, 2003. Definitions of Shift.

3.75 hours to 6 hours equals 0.5 shift
Greater than 6 hours to 9 hours equals 1.0 shifts
Greater than 9.0 to 12.0 hours equals 1.5 shifts

Part time employees who are interested in being available to work additional shifts within their scheduling unit will notify their Director or their designate in writing of their availability two (2) weeks prior to the posted schedule. Part time employees who are interested in being available to work outside their scheduling unit, within their classification and who hold the bona fide qualifications and ability to perform the work as assessed by the Director or their designate will do so in writing. The Employer will offer on an equitable basis any additional shifts to the part time employees within the scheduling unit where the shift needs to be filled. Should no part time employee be available to work, the Employer will offer the shifts to those part time employees who have made themselves available to the scheduling unit.

Part time employees who wish to make themselves available to work outside their current classification and who hold the bona fide qualifications and ability to perform the work as assessed by the Director or their designate will do so in writing. Employees will have the ability to hold only one such alternate classification. The Employer will offer shifts to such employees only when there are no other available part time employees within the classification. Such employees will make their availability known in writing to the Director or designate two (2) weeks prior to the posted scheduled. The Employer reserves the right to determine the number of alternate positions and the continued ability of any such employee in an alternate position.

- 34.25 a) A shift will be deemed offered, when a call is placed to an employee. If an employee accepts or declines the offer, the offer will be recorded as a shift worked. If an employee notifies their Employer they are not available there is no obligation on the Employer to try to contact the employee. It is expected that an employee will work all scheduled shifts. An employee who accepts an offered shift from the Employer will work the shift offered by the Employer, unless arrangements satisfactory to the Employer are made.
- b) Part time employees who schedule vacation on pre-scheduled days will have the prescheduled days count as an opportunity to work. Should there be other available work, on the dates the part time employee is scheduled on vacation that would have otherwise been offered to the part time employee, this will also count as an opportunity.
- 34.26 A minimum of three and three-quarters ($3\frac{3}{4}$) scheduled hours of work will be provided for or three and three-quarters ($3\frac{3}{4}$) hours will be paid except for Registered Practical Nurses (RPN) at Parkwood Hospital who shall have a minimum of four (4) scheduled hours of work provided for or four (4) hours will be paid.

All Full Time, Part Time

34.27 All employees will be available to be scheduled for work on either the Christmas and Boxing Day period or the New Years period. The Christmas Boxing Day period is defined as December 24th 0700 hours to December 27th 0700 hours. The New Years period is defined as December 31st at 0700 until January 2nd 0700 hours. The Employer will endeavour to schedule in such a manner that employees will not be scheduled for the same period (Christmas and Boxing Day period or the New Years period) on subsequent years.

Employees may request to have a shift trade approved as outlined in Article 34.28. It is understood that the Employer will only consider approval of those shift trades between two employees for their scheduled time to work.

34.28 Requests by employees for employees for changes in schedule must be submitted in writing and co-signed by an employee willing to exchange and approved by the Director or designate. It is understood that such changes will not result in overtime payments.

34.29 When a Registered Practical Nurse (RPN) is on duty and has the authorization to attend any in-service program within the Hospital and their regularly scheduled working hours they shall suffer no loss of regular pay. When a RPN is required by the Employer to attend courses outside their regularly scheduled working hours the employee shall be paid for all time spent in attendance on such courses at the employee's regular straight time hourly rate of pay.

34.30 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedure shall not be implemented until such meeting has been held.

The Employer will provide 30 days of review to the Union and employees for changes to a master schedule. It is understood that changes to a master schedule are not changes to the start and stop times of shifts, are not temporary in nature and are not the result of attrition. Changes in master schedules may include the change in the types of classifications utilized to provide care/service (skill mix changes) or the inception of extended tours. During this review period planning will continue toward the implementation of the new master schedule.

34.31 Reporting Pay

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

- (b) An employee called in to work shall be paid for the full shift provided the employee is at their work station within one (1) hour of being called and provided that the employee was contacted within one (1) hour of the beginning of the shift.

ARTICLE 35 JOB SHARE

35.01 Eight Hour Shifts

Job Sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of a seven (7) day work week (seven shifts of 7.5 hours shifts in each pay week) by two (2) existing employees in the same classification: one (1) full-time employee and one (1) part-time employee.

Extended Hour Shifts

Job Sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of twenty (20) extended hours shifts (11.25 hours) in three (3) bi-weekly pay periods by two (2) existing employees in the same classification: one (1) full-time employee and one (1) part-time employee.

- 35.02 Once a full-time employee has indicated their desire to Job Share, the part-time component of that arrangement shall be determined subsequent to a posting as per the Collective Agreement.
- 35.03 Job Sharers shall be considered part-time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this Article.
- 35.04 It is agreed and understood that no more than one-third (1/3) of the full time positions on each unit/department shall be open to a potential job-sharing arrangement.
- 35.05 Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Director or designate for approval and posting.
- 35.06 Each Job Sharer shall be responsible for normal coverage of their partner's vacation up to full-time hours.
- 35.07 The Job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized.

- 35.08 In the event of incidental absence or illness, part-time employees will be offered the shift in accordance with the Collective Agreement. If no part-time employee is available to work, the job-share parties will be expected, on a reasonable basis, to cover the sick time up to full-time hours.
- 35.09 (a) In the event the former full-time employee leaves the partnership, the position shall be posted as a full-time position and the part-time employee reverts to a part-time position.
- (b) In the event the part-time employee leaves the partnership, the former full-time partner has the option of reverting to full-time or remaining as a Job Sharer. If they choose job sharing, the part-time component of the job-share position shall be posted as per the Collective Agreement.
- 35.10 It is understood and agreed that a full-time employee who enters into a Job-Sharing agreement may opt out of such agreement and revert to his/her full-time position with written notice of eight (8) weeks to the Director or designate. Such Job Sharer's partner shall, consequently, revert to a part-time position.
- 35.11 The agreement to job share will remain between both employees so long as they are compatible, and the needs of the unit/department are met. If either of these two criteria are not met, there will be consultation between the Job Sharers, Director or designate and Union to attempt to resolve the issue or dissolve the partnership.
- 35.12 In the event of a layoff it is agreed that Job Sharers from the full-time will be listed on the full-time seniority list and likewise the part-time on the part-time seniority list.

ARTICLE 36 PREMIUM PAYMENTS

36.01 Shift Premium

Employees shall be paid a shift premium of seventy-three cents (\$0.73) per hour for each hour worked on an afternoon or night shift where fifty percent (50%) of hours worked fall between 1500 hours one day and 0700 hour the following day. Commencing April 1, 2007 the premium will be adjusted to seventy-eight cents (\$0.78) and further adjusted April 1, 2008 to eighty cents (\$0.80).

36.02 Weekend Premium

Members of the bargaining unit shall be paid a weekend premium of eighty cents (\$0.80) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty eight (48) hour period as the local parties may agree upon. Commencing April 1, 2007 the premium will be adjusted to eighty-two cents (\$0.82) and further adjusted April 1, 2008 to eighty-three cents (\$0.83).

36.03 Higher Paying Positions Within the Bargaining Unit

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit they shall be paid the rate of the higher paying position corresponding to their placement on the wage grid relative to their current rate from the commencement of the shift on which they were assigned the job.

36.04 Lower Paying Position Within the Bargaining Unit

Where an employee is assigned temporarily by the Employer to perform the duties and assume the responsibilities of a lower paying position within the bargaining unit, they shall continue to be paid their current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such assignment.

36.05 Premium Payment on Shift Cancellation

When the employer fails to provide a full time employee a cancellation notice no less than twenty four (24) hours prior to the commencement of the shift or a part time employee twelve (12) hours prior to the commencement of the shift, a premium payment equal to one and a half (1½) times the employees regular rate of pay will be paid on their next scheduled shift.

36.06 Standby Pay **(Full-time and Part-time employees)**

An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of \$2.75 per hour for the period of standby scheduled by the Employer.

Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of \$3.25 per hour

36.07 Call Back Pay

(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours pay at the rate of time and one-half (1½) their regular hourly rate. Where call back is immediately prior to the commencement of a regular shift they shall be paid at the rate of time and one-half (1½) their regular hourly rate for up to four (4) hours prior to the commencement of the shift, at which time they shall revert back to the regular shift and regular straight hourly rate.

(b) Call back pay shall cover all calls within the minimum of four (4) hour period provided for under (a) above. If a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) above shall apply.

(c) Notwithstanding the foregoing, an employee who has worked their full shift on a

holiday and is called back shall receive the greater of two and one-half (2½) times their regular straight hourly rate for all hours actually worked on such call back or four (4) hours pay at time and one-half (1½) times their straight hourly rate subject to the other provisions set out above.

(d) **Full Time Only**

In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) 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 Article 36.07.

ARTICLE 37 NEW CLASSIFICATION

37.01 When a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other 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 Employer.

ARTICLE 38 HEALTH & WELFARE

Full-Time Only

38.01 (a) The Employer agrees to contribute on behalf of each eligible active employee in the employ of the Employer seventy-five percent (75%) of the billed premium for a 10/20 deductible extended health plan subject to the terms and conditions of such a plan. Effective three (3) weeks following the ratification of this Collective Agreement, such coverage will include glasses at a maximum of one hundred seventy-five dollars (\$175.00) every twenty-four (24) months and hearing aids to a maximum of five hundred (\$500.00) dollars every five (5) years per individual. Eye examinations will be covered to a maximum of forty dollars (\$40) every twenty-four (24) months. Coverage will include an acute care private room and private duty nursing as outlined in the plan. The coverage of the dental plan will be equivalent to Blue Cross #9, current ODA schedule plus the coverage of denture rebasing and relining and resetting of teeth and co-insurance at one thousand five hundred dollars (\$1,500.00) maximum lifetime for orthodontics and 50/50 co-insurance at one thousand two hundred dollars (\$1,200.00) maximum per calendar year for each of

crowns and dentures. The dental recall will be every nine (9) months for adults only. The extended health care plan will cover only prescription drugs that cannot be purchased over the counter (formulary 3 drugs are not covered) and such plan will include a drug card.

For the purposes of extended health and dental benefits, dependent means a person recognized by either the Family Law Act, Human rights Code, Income Tax Act or the Pension Act. The practice of co-ordination of extend health and dental benefits will continue inclusive of mandatory co-ordination with any federal or provincial plans.

Effective September 1, 2006 the Employer will contribute on behalf of each eligible employee who elects early retirement and has not yet reached age 65 and who are in receipt of the Employer's pension plan retirement benefits and who on the date of retirement are enrolled in the Employers benefit plan(s) contained within this Article (38.01a) fifty percent (50%) of the billed premium for a 10/20 deductible extended health/dental plan subject to the terms and conditions of such a plan within Article (38.01a) solely.

- (b) The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for Semi-Private Insurance for each active employee who has not yet attained the age sixty-five (65) in the Employ of the Employer eligible for coverage.
- (c) The Employer agrees to pay one hundred percent (100%) of the billed premium for the coverage of eligible employees under the Hospitals of Ontario Group Life Insurance Plan (HOOGILP) for each active employee who has not yet attained the age sixty-five (65) in the employ of the Employer.

38.02 The liability of the Employer shall be limited to deducting the employees' contributions referred to herein and forwarding these and the Employer's contributions to the insurer. The administration of the various plans shall be the responsibility of the insurer, provided however that an employee has the right to grieve in respect of these plans, but such grievances shall be limited to matters that fall within the direct control of the Employer.

38.03 The Employer will continue to pay its' share of the above insured benefit premiums for employees who are in receipt of short-term disability from the Employer. The Employer will also continue to pay its' share of the above insured benefit premiums for employees who are in receipt of EI sick benefits.

38.04 Employees shall enroll in the hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.

38.05 It is understood that the Employer 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 Employer shall notify the Union to explain the proposed

change and to ascertain the views of the employees.

Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

Part-Time Only

38.06 A part-time employee shall receive payment in lieu of health and welfare benefits as outlined in this Article amounting to fourteen percent (14%) of their straight time hourly rate effective April 1, 2001. This payment will not be included in any calculation of overtime and vacation.

Full-Time and Part-Time

38.07 The Employer agrees to pay one hundred percent (100%) of the premium cost for the Employer Health Tax or equivalent.

ARTICLE 39 SICK LEAVE/LONG TERM DISABILITY

Full-Time Who Have Not Yet Attained The Age of Sixty-Five (65) Only

39.01 The Employer will pay a seventy-five percent (75%) of the billed premium toward 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. Following three (3) months of service with the Employer, employees will qualify for the short-term portion of the disability program. Following one (1) year of service with the Employer, employees will qualify for the long-term portion of the disability program. An employee must return for three (3) weeks full employment, not including work re-entry time period, to re-initiate the first 15 weeks of disability.

39.02 Effective the first of the month following the transfer all existing sick leave plans in the affected Employers shall be terminated and any provisions relating to such plans shall be null and void under the respective collective agreements 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:

- a) supplement payment for lost straight time wages on sick leave days under new program which would otherwise be at less than full wages or no wages; and
- b) 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;

- c) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of the date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
- 39.03 The liability of the Employer shall be limited to deducting the employees' contributions referred to herein and forwarding these and the Employer's contributions to the insurer (Hospitals of Ontario Disability Insurance Plan). The administration of the various plans shall be the responsibility of the insurer, provided however that an employee has the right to grieve in respect of these plans, but such grievances shall be limited to matters that fall within the direct control of the Employer.
- 39.04 **Full-Time and Part-Time**
Employees will endeavour to schedule all medical, dental and specialist appointments outside working hours; however if an employee is referred to a specialist by a general practitioner and if the specialists appointment can not be booked outside of working hours, the employee should discuss with their Director/designate any adjustments that can be made to accommodate the appointment in order to maintain the employee as whole. The employee should review with their Director/designate as soon as possible after notification by the specialist the date and time of the appointment. The employee does not need to disclose details with respect to the nature of the appointment to their Director/designate. Part time employees who need to alter their schedule due to specialists' appointments will maintain their equalization of opportunity to work.
- 39.05 **Full-Time and Part-Time**
An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to this agreement, shall be reimbursed by the employer for such expense upon producing a proper receipt. An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to provincial regulations, shall be reimbursed by the employer for such expense upon producing a proper receipt.
- 39.06 **Part-Time Only**
For the purpose of transfer to the short-term portion of the disability program, following the successful posting to a full-time position under this Collective Agreement, employees with four hundred and fifteen (415) hours of service with the Employer as of the effective date of the transfer shall be deemed to have three (3) months of service under Article 39.01. For the purpose of transfer to the long-term portion of the disability program, following the successful posting to a full-time position under this Collective Agreement, employees with one thousand, six hundred, fifty (1650) hours of service with the Employer as of the effective date of the transfer shall be deemed to have one (1) year of service under Article 39.01.
- 39.07 **Full-Time Only**
Employees may claim for sick pay if Workplace Safety and Insurance eligibility is pending. The employee will reimburse the Employer the full amount of sick pay received upon receipt

of WSIB payment.

39.08 Full-Time and Part-Time

The employee will call the Director/designate to notify the Employer they are unable to attend work due to illness. An employee who continues to be ill on the fourth (4th) and fifth (5th) day of an illness will report to the Occupational Health Unit upon return to work. If an employee is ill for more than five (5) days they will require a Physicians certificate of illness to qualify for sick pay upon the request of the Employer.

Notwithstanding the foregoing, the Employer may require the employee to provide proof of disability, satisfactory to the Employer, at any time in order to qualify for benefits under HOODIP, not to be administered unreasonably. It is the responsibility of the employee to keep the Employer informed of their status and regular contact must be maintained.

ARTICLE 40 ALLOWANCES

40.01 Uniform Allowance

(a) Full-Time Only

The Employer will pay an annual allowance of \$85.00 for uniforms to all employees in the bargaining unit that are required by the Employer to wear uniforms while on duty which the Employer does not supply, payable on the first pay in April of each calendar year.

(b) Part-Time Only

The Employer will pay an annual allowance of \$0.045 per hour for uniforms to all employees in the bargaining unit that are required by the Employer to wear uniforms while on duty which the Employer does not supply.

40.02 Safety Shoe Allowance

The Employer will provide a safety shoe allowance of up to one hundred fifty-five dollars (\$155.00) once every two calendar years, for safety shoes that do not require a green triangle to each employee who is required to wear safety shoes and who provides the Employer with proof of purchase within the two-year limit. Such shoes must be Employer and C.S.A. approved.

The Employer will provide a safety shoe allowance of up to one hundred eighty dollars (\$180.00) once every two calendar years, for safety shoes that require a green triangle to each employee who is required to wear safety shoes and who provides the Employer with proof of purchase within the two-year limit. Such shoes must be Employer and C.S.A. approved.

The Employer will supply a list to the Union where safety shoes are required and the type required if special requirements are needed.

ARTICLE 41 SKILLED TRADES

41.01 Skilled trades for the purpose of this agreement shall be the following:

Industrial Electrician	Refrigeration and Air Conditioning Mechanic
Construction Millwright	Chef/Certified Cook
Plumber	Construction & Maintenance Electrician
Operating Engineer	Sprinkler and Fire Protection Installer
Painter & Decorator	Industrial Mechanic Millwright
General Carpenter	Facilities Technician*

*Facilities Technician will be recognized as a skilled trade in this agreement upon the recognition by CAW of Facilities Technician as a skilled trade.

The Employer has the right to determine qualifications required for skilled trades in the specific classifications.

41.02 A journeyperson in any of the designated Skilled Trades shall mean any person:

- (a) who presently holds a Certificate of Qualification in a skilled trade as defined above, or
- (b) who has served a bona fide apprenticeship and holds a certification which substantiates their claim of such service and holds a Certificate of Qualification, or
- (c) who has eight (8) years of practical experience in the skilled trade in which they claim Journeyman/woman's designation and can prove same, a CAW Journeyman/woman Card will be accepted as proof plus a Certificate of Qualification.

41.03 Any further new employees hired into a classification that requires a skilled trades qualification after signing this Agreement, shall be limited to journeyman/woman.

41.04 The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year from those employees who are deemed by the Employer as a skilled trade as recognized under Article 42.01. This first such 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.

41.05 If the Employer requires an apprenticeship program, they will meet with the Union and establish the agreement with the CAW and the Ministry.

ARTICLE 42 RETROACTIVITY

- 4201 The increases to the wage rates shall be effective to the dates listed on a retroactive basis to all employees in the existing bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the start date of their employment. The Employer shall be responsible for contacting employees who have left the employ of the Employer in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment. Copy of such notices shall be provided to the Union Chairperson. Such employees shall have a period of sixty (60) days only, from the date of posting by the Employer in which to claim any retroactive adjustment. Any employee who has terminated their employment prior to the signing of this Collective Agreement shall have a period of ninety (90) days from the date of ratification in which to claim from the Employer any adjustment to remuneration.
- 42.02 All retroactive payments shall be made in the form of individual, fully itemized cheques or deposits statements within ninety (90) days of the date of ratification for all present employees.
- 42.03 If the Employer has not paid the retroactive payments to present employees within ninety (90) days of the date of ratification, interest shall be paid at the highest bank rate of interest on the total amount of the retroactive payment.

ARTICLE 43 WAGES

- 43.01 The wage adjustments in schedule “A” resolve the Pay Equity maintenance to the date of the expiration of this Collective Agreement and the parties agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance to male comparators. 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 collective bargaining.

ARTICLE 44 GENERAL

- 44.01 The Employer will provide bulletin board(s) which shall be placed at each site 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.
- 44.02 Where possible, the Employer shall provide dressing rooms and locker facilities for the employees’ convenience, but shall assume no liability for any loss or damage resulting from the use thereof.

44.03 Employees are not to be held liable for accidental breakage of dishes, thermometers and other equipment during the course of their employment, except that those who are habitual offenders in this respect may be charged a reasonable amount, as determined by the Employer, for the breakage due to carelessness or negligence.

ARTICLE 45 DURATION

45.01 The terms and conditions of this Collective Agreement will remain in effect until March 31, 2009 and thereafter from year to year unless either party gives notice of their intent to amend this Agreement.

45.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and the parties shall commence negotiations within sixty (60) days of receipt of notice.

CAW Wage -Schedule "A"					
Position		April 1/05	April 1/06	April 1/07	April 1/08
Air Conditioning/Refrigeration Mechanic	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Attendant	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Building Equipment Operator/3rd Class Engineer	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Carpenter	Start	\$22.14	\$22.80	\$23.37	\$23.84
	1st Year	\$22.21	\$22.88	\$23.45	\$23.92
	2nd Year	\$22.79	\$23.47	\$24.06	\$24.54
Central Processing Aide	Start	\$17.93			
	1st Year	\$18.06			
	2nd Year	\$18.14			
Central Processing Lead Hand	Start	\$18.93	\$19.50	\$19.99	\$20.39
Central Processing Technician	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Certified Cook	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Child Life Worker	Start	\$23.21			
	1st Year	\$23.30			
	2nd Year	\$23.39			
Cook	Start	\$18.94	\$19.51	\$20.00	\$20.40
	1st Year	\$19.05	\$19.62	\$20.11	\$20.51
	2nd Year	\$19.15	\$19.72	\$20.22	\$20.62
	3rd Year	\$19.26	\$19.84	\$20.34	\$20.75

CSD Aide (Parkwood)	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Dietary Aide	Start	\$17.84	\$18.38	\$18.84	\$19.22
	1st Year	\$17.92	\$18.46	\$18.92	\$19.30
	2nd Year	\$17.99	\$18.53	\$18.99	\$19.37
Driver/Courier	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Electrician	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Hairdresser	Start	\$17.55	\$18.08	\$18.53	\$18.90
	1st Year	\$17.63	\$18.16	\$18.61	\$18.99
	2nd Year	\$17.70	\$18.23	\$18.69	\$19.06
Horticulturalist	Start	\$23.30			
	1st Year	\$23.36			
	2nd Year	\$23.43			
Housekeeper	Start	\$17.58	\$18.11	\$18.56	\$18.93
	1st Year	\$17.67	\$18.20	\$18.66	\$19.03
	2nd Year	\$17.80	\$18.33	\$18.79	\$19.17
Laundry Worker/Washer/Porter	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Lead Hand Linen	Start	\$18.59	\$19.15	\$19.63	\$20.02
Maintenance Mechanic	Start	\$18.17	\$18.72	\$19.19	\$19.57
	1st Year	\$19.61	\$20.20	\$20.70	\$21.12
Millwright	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Occupational Therapy	Start	\$18.54	\$19.10	\$19.58	\$19.97
	1st Year	\$18.55	\$19.11	\$19.59	\$19.98
	2nd Year	\$18.61	\$19.17	\$19.65	\$20.04
OR Technicians	Start	\$18.14			

	1st Year	\$18.22			
	2nd Year	\$18.35			
OTA/PTA	Start	\$18.78	\$19.34	\$19.83	\$20.22
	1st Year	\$19.00	\$19.57	\$20.06	\$20.46
	2nd Year	\$19.21	\$19.79	\$20.28	\$20.69
Ortho Technicians	Start	\$20.33	\$20.94	\$21.46	\$21.89
	1st Year	\$21.00	\$21.63	\$22.17	\$22.61
	2nd Year	\$21.67	\$22.32	\$22.88	\$23.34
	3rd Year	\$22.34	\$23.01	\$23.59	\$24.06
Painter	Start	\$21.38	\$22.02	\$22.57	\$23.02
	1st Year	\$21.44	\$22.08	\$22.64	\$23.09
	2nd Year	\$21.51	\$22.16	\$22.71	\$23.16
Personal Care Assistant	Start	\$16.99	\$17.50	\$17.94	\$18.30
Pharmacy Storeperson	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Pharmacy Technician (certified)	Start	\$19.20	\$19.78	\$20.27	\$20.68
	1st Year	\$20.27	\$20.88	\$21.40	\$21.83
Pharmacy Technician (non certified)	Start	\$18.62	\$19.18	\$19.66	\$20.05
Physiotherapy Assistant	Start	\$18.54	\$19.10	\$19.58	\$19.97
Plumber	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16
	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Porter	Start	\$17.58	\$18.11	\$18.56	\$18.93
	1st Year	\$17.67	\$18.20	\$18.66	\$19.03
	2nd Year	\$17.80	\$18.33	\$18.79	\$19.17
Primary Care Partner	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Printer	Start	\$18.14	\$18.68	\$19.15	\$19.53
	1st Year	\$18.22	\$18.77	\$19.24	\$19.62
	2nd Year	\$18.35	\$18.90	\$19.37	\$19.76
Registered Practical Nurse	Start	\$23.30	\$24.00	\$24.60	\$25.09
	1st Year	\$23.36	\$24.06	\$24.66	\$25.16

	2nd Year	\$23.43	\$24.13	\$24.74	\$25.23
Rehabilitation Aide	Start	\$18.32	\$18.87	\$19.34	\$19.73
	1st Year	\$18.54	\$19.10	\$19.58	\$19.97
Seamstress	Start	\$17.93	\$18.47	\$18.93	\$19.31
	1st Year	\$18.06	\$18.60	\$19.07	\$19.45
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Senior Pharmacy Technician	Start	\$21.72	\$22.37	\$22.93	\$23.39
	1st Year	\$21.78	\$22.43	\$22.99	\$23.45
	2nd Year	\$21.84	\$22.50	\$23.06	\$23.52
Storekeeper	Start	\$17.92	\$18.46	\$18.92	\$19.30
	1st Year	\$17.99	\$18.53	\$18.99	\$19.37
	2nd Year	\$18.14	\$18.68	\$19.15	\$19.53
Storeperson (HMMS)	Start	\$18.22	\$18.77	\$19.24	\$19.62
	1st Year	\$18.35	\$18.90	\$19.37	\$19.76
	2nd Year	\$18.44	\$18.99	\$19.47	\$19.86

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Alternate Schedule for Mount Hope Centre for Long Term Care

The parties agree to the following terms and conditions and further agree the following terms and conditions are an adjunct to the language of the current Collective Agreement. Both parties understand the intent of this letter of understanding is the potential reduction on the reliance of agency staff to replace for the Primary Care Partner classification when there is no current staff available at straight time.

1. The assignments and hours of work associated with the scheduled will be those outlined in the paragraph 3 below.
 2. Each assignment will be staffed by two (2) Part Time Primary Care Partners (PCP) seven (7) days a week and share the hours on a pre-scheduled equitable basis. Any other arrangement outside of a 50/50 sharing of pre-scheduled hours in the assignment will be defined by the partners and require approval of the Director/designate.
 3. Each pre-scheduled assignment will currently have either:
 - i) twenty-eight (28) paid hours per week on average share between two (2) PCP by scheduling four (4) consecutive hours over each of seven (7) consecutive days
- OR-
- ii) forty-two (42) paid hours per week on average share between two (2) PCP by scheduling six and one-half (6.5) consecutive hours over each of seven (7) consecutive days.
 4. Each employee will be pre-scheduled every other weekend.

5. Each employee will be required to work the pre-scheduled hours. Employees who enter this arrangement may switch shifts with their partner, such a switch will not require the Employer to provide any other shifts to compensate for an agreement of scheduling between the partners. All other switches are covered under the Collective Agreement.
6. When agency staff is required to replace a seven and one-half (7½) hours shift on a unit and there is a part time employee scheduled for four (4) hours on that unit, the Employer will offer the part time employee scheduled on that unit for four (4) hours the opportunity to be scheduled for seven and one-half (7½) hours prior to contacting agency.
7. On the dates the employee is not pre-scheduled, the employee may be available to work additional shifts. Employees who wish to be considered for additional shifts will be subject to the counting of opportunities as outline in the Collective Agreement.
8. Overtime will be paid in accordance with the Collective Agreement.
9. Employees will be offered first the opportunity to cover their partners' absences due to illness, unpaid vacation or absences. If the partner does not cover the absence, the absence will be provided to the remaining part-time pool as an opportunity.
10. The opportunity to be considered for one of the positions will be based on seniority within the current part time PCPs. All part time employees will be provided the opportunity to signify their interest in such an arrangement. The Director/designate and the chairs of the bargaining unit will agree upon the process to notify all part time PCPs.
11. Unless specifically amended by this letter of understanding all other terms and conditions of employment will be as per the current Collective Agreement between the parties.
12. Should either the Employer or the Union find this agreement is not working, either party may terminate this agreement with six (6) weeks notice following a meeting by the parties to resolve the issues.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Arbitrators

The parties mutually agree to utilize the following roster of arbitrators in rotation in accordance with Article 11:

Tim Armstrong

Gail Brent

Kenneth Petryshen

Wesley Rayner

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: CSD Aide, Parkwood

Upon signing this Collective Agreement the Employer and the Union agree to recognize the following employees,

Johanna Hawke
Ellen De Actis

to be maintained at the Registered Practical Nurse (RPN) rate.

It is understood that any new incumbents that may be hired into the CSD/CP Aide/Technician role would be compensated at the current rates in the Collective Agreement.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Four-Day Work Week

The Employer and Union acknowledge, that at Mount Hope Centre for Long Term Care there are established a number of four-day work week arrangements. The parties agree to recognize only those four-day work week arrangements approved by the Employer prior to May 10, 2001. The parties agree to honour the terms and conditions of employment such employees enjoyed and will continue to do so, until the employee notifies the Employer they wish to revert to a five-day work week, thirty seven and one-half (37½) hours on average per week or vacates the position under the posting provisions of this Agreement or vacates the position under the posting procedure for non union employees or terminates their employment. A vacated position that requires reposting will be posted as a full time position.

Further, it is agreed that such arrangement will no longer constitute a part of the Collective Agreement and as such no further four-day work week arrangements will be approved by the employer or considered as part of this Collective Agreement.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Gender Representation

In the event that there are no female members on the union committee, the Employer will recognize one CAW appointed female member to represent a female employee in respect of a complaint under Article 4 Workplace Harassment, should the female employee request representation by a female.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Multi-site Joint Health and Safety Committee

The parties hereby agree, that should a multi-site Joint Health and Safety Committee become established at St. Joseph's Health Care, London, following the request of the Employer to the Ministry of Labour, the parties will meet to discuss the representation of CAW on such a committee. At no time will the establishment of a multi-site Joint Health and Safety Committee impact Article 24.02 of the Collective Agreement.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Letters of Expectation

The parties hereby agree that letters of expectation placed on an employee's file housed in Human Resources, can only constitute pattern for eighteen (18) months.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Leave of Absence for Union Business

The parties hereby agree to an additional ninety (90) days at each site (Mount Hope Centre for Long Term Care, Parkwood Hospital, St. Joseph's Hospital) of unpaid leave to be taken during the life of this Collective Agreement. The administration of such unpaid union leave shall be in accordance with Article 29 of the Collective Agreement.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Paid Leave Time

The Employer agrees to provide a total of thirty (30) hours per pay period to be taken by the union chair or designate for Union business in periods of either three and three quarters (3 ³/₄) hours or seven and one half (7 ¹/₂) hours. The parties agree that the time must be taken in the week earned. Such time will be considered as time worked and paid accordingly.

It is understood that during such paid time the Union chair or designate receiving this payment will be accessible to the membership and/or Employer representatives to discuss issues that may arise between the parties. Further, it is understood that the Employer will be notified in advance of the taking of such time by the chair and the chair will notify in advance Human Resources should the time be utilized by a designate.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Printing of the Collective Agreement

The Employer and the Union will mutually agree to the printing of the Collective Agreement, in booklet format and the number of copies. The cost of the printing will be shared equally between the Employer and the Union.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Seniority of CAW Members Commencing April 1, 2003

The parties hereby agree upon the following terms and conditions as it relates to the accumulation of seniority within the CAW bargaining unit for full time employees and part time employees:

1. All full time employees, active and inactive, on March 31, 2003 received date of hire as their seniority date.
2. Commencing April 1, 2003 all employees hired/transferred into a full time position within the bargaining unit will receive the last date hired by the St. Joseph's into a CAW bargaining unit position as their seniority date.

To provide clarity on point 2 above, only time spent within the CAW bargaining unit, (full time and part time) will be time that is accumulated in the seniority of full time members.

Part time employees within the CAW bargaining unit will continue to accrue hours worked within a CAW position within the bargaining unit as seniority until such time as they achieve a full time position within the bargaining unit and then the conversion to a full time seniority date will be as outlined in point 2 above.

DATED this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Skilled Trades

Upon signing this Collective Agreement the Employer and the Union agree to recognize the employees currently within the Maintenance Mechanic classification at St. Joseph's Hospital and engineers at Mount Hope Centre for Long Term Care that do not hold at least a fourth (4th) class designation as not holding the qualifications of a skilled trades. These employees will be included in the Maintenance Mechanic classification within this Collective Agreement and will remain in this classification unless they choose to post to another classification or leave the Employer.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Space

The parties recognize the Unions' desire to have available space to meet with its' members. The parties agree to meet within the thirty (30) days of ratification of the Collective Agreement to find space suitable to both parties. When available space is found St. Joseph's will provide email access and phone/voice mail access. St. Joseph's anticipates there will be difficulty in locating available space at Mount Hope Centre for long Term Care.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Temporary Employees at Parkwood Hospital and Mount Hope Centre for Long Term Care

The parties hereby agree that temporary employees hired from May 1st to September 30th of each calendar year to be employed as Personal Care Assistant at Parkwood Hospital and at Mount Hope Centre for Long Term Care to work on the nursing units to support of the care provisions for patients and residents will be part of the bargaining unit. Such temporary employees will not impact the regular complement of staffing. The Employer agrees to ensure that, prior to offering hours of work to any temporary employee the Employer will ensure all available part time employees within the Registered Practical Nurse (RPN) classification at Parkwood Hospital or Primary Care Partners (PCP) classification at Mount Hope Centre for Long Term Care, who would not otherwise be eligible for overtime, will be offered the hours at their regular straight time hourly rate.

Furthermore, it is agreed that at the expiration of the temporary period (September 30th) temporary employees will be discharged or released by the Employer and such discharge or release will not be the subject of a grievance or arbitration.

In addition it is agreed that dues will be deducted. The employees will have access to a Collective Agreement once it is ratified.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, treating health care professional), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the 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 this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Letter of Understanding

Between

St. Joseph's Health Care, London

And

CAW, Local 27

Re: Weekend Worker Language

If the Employer and the Union agree to a unit weekend schedule, the implementation of that schedule and the manner in which the position(s) are filled, shall be determined by the parties.

DATED this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

