

COLLECTIVE AGREEMENT

-between-

ATIKOKAN GENERAL HOSPITAL

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORT AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)**



AND ITS LOCAL 229

**FULL TIME AND PART TIME SEPARATE
SERVICE UNIT**

Expiry: October 10, 2004

PARTICIPATING HOSPITALS - CAW 2001

HOSPITALS

Atikokan General Hospital

Elliot Lake, St. **Joseph's Hospital**

Geraldton District Hospital

Manitouwadge General Hospital

Marathon, Wilson Memorial **Hospital**

Nipigon District Memorial **Hospital**

Sault Ste. Marie, Sault Area **Hospitals**

Thunder Bay, St. **Joseph's Care Group**

Wawa, North Algoma Health Organization

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement ~~is~~ to establish and maintain an orderly collective bargaining relationship, including securing **the** prompt disposition of grievances as provided herein, between the Hospital, the Union, and the employees represented **by it**, which will **assist** and promote the **successful** operation of the Hospital **as** a public service institution intended to provide Health Care Services to the General public.

ARTICLE 2 – SCOPE AND RECOGNITION

See the Local Provisions Appendix L2.

ARTICLE 3 – MANAGEMENT RIGHTS

See the Local Provisions Appendix L3.

ARTICLE 4 – DEFINITIONS

See the Local Provisions Appendix L4.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly union **dues** designated by the Union.

Such dues shall be **deducted** from the first **pay** of each month for full-time employees, **and** may be deducted from every **pay** for part-time employees. **In** the **case** of newly hired employees, such deductions **shall** commence in the month following their date of hire.

The amount of the regular monthly dues **shall** be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be **the** Hospital's conclusive authority to make the deductions specified,

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

Dues deducted **by** the 15th of the month **shall be** remitted monthly to **the** Union, no later than the **end** of the month in which the **dues** were deducted.

5.02 Interview Period

It **is** agreed that upon commencement of employment new employees will be **advised** by a representative of the Hospital of the existence of the Union **and the** conditions surrounding their employment **as** contained **in** the herein collective agreement and any rules that may **be formulated** under **its terms**. It **is also** agreed that a representative of the union **will** be given an opportunity to interview each employee once within the completing month of his/her probationary **period** for the **purpose** of ascertaining the **wishes of** the **employee concerning** membership in the Union. The Hospital will notify the Union monthly of **the** names of those employees who are completing their probationary **period** and **on request** will arrange a time **and** place for **such** interview that time of which **shall** not exceed 15 minutes. Neither **employee shall** suffer **loss of** regular **pay as** a result **of** such interview.

5.03 Access to Premises

The Union agrees that neither it, nor its officers, **agents**, representatives and members will **engage** in the solicitation of members, holding of meetings or any other Union activities on Hospital **premises** or on Hospital time without the **prior** approval of the Hospital, except **as** specifically provided for in this Agreement. Such approval **will** not be unreasonably denied.

The Hospital will grant the President of **the** Local Union and the National Representatives of the Union entry into the facility **upon** proper notification. Such permission **shall** not **be** unreasonably denied.

5.04 Data to be supplied to the Union/Employee Lists

On or before **the** end of each month the **hospital** shall remit by **cheque** the total amount of deductions made **in** the month and accompanying the **list** shall be a list of:

- 1) Names of employees from whom **deductions** have been made.
- 2) Names **of** **employees** from whom no deduction were made, and the reasons **why** no such deductions were made

On a one-time basis the Employer will provide the **addresses** of members of the bargaining **unit** and their S.I.N. This information will be **provided** when **new** employees **are** hired, and updated annually to reflect changes in **address** as necessary.

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

T4 slips issued annually to employees shall show deductions made for union **dues**.

5.08 Access to Personnel File

The **Hospital agrees** to maintain a personnel record file for each employee. An employee's personnel **file shall** be made **available and** open to the employee for **his or her** inspection at any reasonable time during regular **office hours**. **Access** will be **in the presence of** a Human **Resources or** Administrative staff member.

ARTICLE 6 -- NO DISCRIMINATION

6.01 No Discrimination

It is agreed **that** there will **be** no discrimination by either party **or by** any of the employees covered **by** this **Agreement** on the basis of political affiliation or **on** the basis of race, creed, colour, national origin, **sex**, marital status, disability, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship **as** it may be set out in **the Ontario Human Rights Code** from time **to** time.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion **exercised or practised** by either **of them** or their representatives or members, because of an employee's membership or nonmembership in the Union or because of **his** activity or lack of activity in the Union.

ARTICLE 7 –WORKPLACE HARASSMENT

7.01 Workplace Harassment

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies **individual dignity and** respect on the **basis of the grounds such as** gender, disability, race, colour, sexual orientation or other prohibited grounds, as **stated** in the Ontario Human Rights Code. All employees **are** expected to treat others with courtesy and consideration and to discourage **harassment**. ref. Ontario Human Rights Code, Sec. 10(1).

Harassment may take many forms including verbal, **physical** or **visual**. It may involve a threat, an **implied** threat or be perceived as a condition of employment.

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

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

The Parties agree that an employee may have a representative of **the** Union with her/him throughout the **process**, if requested.

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

The Union agrees there shall be no strikes and the Hospital agrees there **shall** be no lockouts **so long as this** Agreement continues to operate. The terms “**strike**” and “**lockout**” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES

9.01 Committee Meetings

All Union committee meetings **as set** out in the collective agreement shall be **scheduled** at a mutually agreeable time between the parties.

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to three (3) union representatives ~~selected/elected~~ by the union ~~who~~ have completed their probationary period. The grievor will **be** entitled to attend any meeting pertaining to his/her grievance. **A** general representative of the union may **be** present at any meeting of the grievance committee. The purpose of the committee **is** to deal with grievances **as set** out in **this** collective agreement.

Grievance committee representatives shall suffer no **loss** of earnings for time spent during their regular scheduled working **hours** in attending **these** meetings up to **but** not including arbitration.

9.03 Union Stewards

- (a) The **Hospital agrees** to recognize Union Committee members to be elected or appointed from amongst employees **in** the bargaining unit who have completed their probationary period for the **purpose** of dealing with Union business **as** provided under **this** Collective Agreement.
- (b) **A** Unit Chairperson may **be** appointed or elected. The Unit Chairperson **may**, in the **absence** of any Committee member, assist in the presentation of any **grievance**, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union **stewards appointed** or **selected** under **this** Article **as** well **as** the effective date of their respective appointments.
- (d) It is agreed that Union Committee members have their regular duties and responsibilities to perform for the Hospital and **shall** not leave their regular duties without **first** obtaining permission from their immediate supervisor. If, in the performance of **his** duties, a Union Committee member **is** required to enter an **area** within the Hospital in which he **is** not originally employed, he shall report **his** presence to the supervisor in the area immediately upon entering it. Such **permission** shall not **be** unreasonably withheld. When resuming his regular duties and responsibilities, such Union Committee member shall again report to **his** immediate **supervisor**. A Union Committee member shall suffer no **loss** of earnings for time spent

in performing the above duties during his regular scheduled working hours.

- (e) Nothing in **this Article** shall preclude full-time **stewards** from representing part-time employees and vice **versa**.
- (f) The number of stewards **and** the areas that they represent are to be determined locally. (*See Local Provisions Appendix L9*)
- (g) Official **CAW steward** lapel pins may be **worn by** stewards that have been confirmed in writing to the corporation by the Union.

9.04 Central Bargaining Committee

Notwithstanding the foregoing provisions, in the event the **parties** to this agreement agree to negotiate for **its** renewal through **the** process of central bargaining, either party to **this** agreement may give notice to the other **party** of **its** desire **to** bargain for amendments **on** local matters **proposed** for incorporation in the renewal of this **agreement** not earlier than **six (6) calendar** months nor later than **three (3) calendar** months prior to the normal termination **date** of this agreement. Upon receipt of **such** notice **by** one party from the other, both parties will meet within fifteen (**15**) **days** thereafter for **the** purpose of bargaining on local **matters**.

It is understood **and** agreed **that** "local matters" means those matters **that have** been **determined by** mutual agreement between the Central Negotiating Committees respectively representing each **of** the **parties** to this agreement **as** being subjects for local bargaining directly between the parties to this agreement. It **is also** agreed that local bargaining **shall** be **subject to such procedures as** may **be** determined by **mutual** agreement between **the** Central Negotiating Committees referred to above.

In future central bargaining between CAW and the participating hospitals, **an** employee serving **on** the Union's Central Negotiating Committee **shall** be paid for time **lost** from **his** normal **straight** time **working** hours at **his** regular rate of **pay** and without **loss** of leave credits for attending central negotiating meetings with the **Hospitals'** Central Negotiating Committee in direct negotiations up **to** the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It **is** understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision **shall** **be** eight (8), **and** in no case will more **than** one (1) employee from a Hospital be entitled to **such** payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight **hospitals** accordingly.

It is understood that this **clause** does not apply to a Hospital that is not participating in Central Bargaining.

9.05 Local Negotiating Committee

- a) The Hospital agrees to recognize three (3) Negotiating Committee members **as** outlined in the local appendix to represent their respective bargaining units. This committee **shall be** comprised of the unit chairperson in **addition** to two (2) committee members to be elected **or** appointed from amongst employees in the **Bargaining** Unit who have completed their probationary period.
- b) Where the Hospital participates in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local **issues as** defined by the central parties.
- c) Where the Hospital does not participate in master bargaining, the purpose of the Local Negotiating Committee **shall** be to negotiate a renewal of this Collective Agreement.
- d) The Hospital **agrees** that the members of the Negotiating Committee **shall** suffer no **loss** of earnings for time spent during their regular **scheduled** working hours in attending **such** negotiating meetings with the Hospital **up to and** including conciliation. **Hours** compensated during negotiations will be **credited** towards part-time employee's seniority in accordance with **this** article.
- e) Nothing in **this** provision **is** intended to preclude the Local Negotiating Committee from having the assistance of any CAW National or Local representatives **when engaged** in local negotiations with the Hospital.

9.06 Labour/Management Committee

The parties agree that matters of mutual concern should be discussed at a Labour/Management Committee meeting. Membership **shall consist** of **equal** numbers of **representatives** that shall be determined **locally**. Meetings will be conducted **as necessary** with either **party** requesting a meeting in writing coupled with a **proposed** agenda.

The Labour/Management committee representatives shall **suffer** no **loss** of earnings for time spent **during their** regular **scheduled** working hours in attending these meetings.

9.07 Union Repres

The Hospital shall grant the President of the Local Union and the National Representatives of the Union entry into the Hospital upon proper notification of who may **be** present with the Committee at any meeting with the Hospital.

9.08 Union Chairperson

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

ARTICLE 10 – ADMINISTRATION OF DISCIPLINE

10.01 Administration of Discipline

At the time formal discipline is **imposed** or at any stage of the grievance **procedure**, an employee **shall** have the right **to** the presence of her committee member. **In** the **case** of **suspension** or **discharge**, the committee member will **be present** unless the employee waives this right in the presence **of** the committee member.

Wherever the Hospital **deems** it **necessary** to **suspend** or discharge an employee, the Hospital **shall forward** to **the** Union notice of **such** suspension or discharge in **writing**, at the same time it is given to the employee.

10.02 Letters of Reprimand

The hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will **be** given **to letters** of warning in respect of matters which occurred more than two years prior to the date of the **matters** under current consideration, **except** in circumstances where disciplinary action on related **matters** has **occurred** within the two year **period**.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 For the **purpose** of this Agreement, a grievance or complaint is defined **as** a difference arising either between a member of the bargaining unit and **the** Hospital or between the **parties** hereto relating to the interpretation, application, administration or **alleged** violation of **the** Agreement.

11.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement that **are** alleged to have been violated.

11.03 *It is the mutual **desire** of the parties hereto that complaints **shall** be adjusted **as** quickly **as possible**, and it is understood that an employee **has no** grievance until she **has first** given her immediate supervisor the opportunity of adjusting her complaint. The grievor **may** have the **assistance** of a *committee member* if she so **desires**.*

Such complaint shall be discussed with her immediate **supervisor** within five (5) **days** after the circumstances giving **rise** to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) **days**, it shall then be taken up as a grievance within five (5) **days** following her immediate supervisor's decision in **the** following manner and **sequence**:

Step 1

The employee **shall submit** the grievance, in writing, **and signed** by her, to **(designated by Hospital as referenced in the local provisions)**. A committee member may accompany the employee. The (designated by Hospital as reference in the local **provisions**) **will** deliver her decision in writing to the committee member within five (5) **days** following the day on which the written grievance was presented to her. The Union **and** the **Hospital** may meet to discuss the grievance at a time **and** place **suitable** to **both parties**. Failing settlement, **then**:

Step 2

Within five (5) days following the **decision** in the immediately preceding step, the grievance **shall be** submitted in writing to the (designated by Hospital as referenced in the local provisions).

A meeting will **then** be held between the **(designated by Hospital as referenced in the local provisions)** **and** the designated Union representatives who may be accompanied **by** the general representative of the Union, within five (5) **days** of the submission of the grievance at Step 2, **unless** extended by mutual agreement of the **parties**.

The decision of the Hospital shall be delivered to the Union in writing within ten (10) **days** following the date of **such** meeting.

11.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at **Step 2** within ten (10) **days** following the circumstances giving rise to the grievance.

It is expressly understood, however, that the **provisions** of this Article may not be **used** with respect to a **grievance** directly affecting an employee that she could have **instituted** herself and the regular grievance **procedure shall not be** thereby by-passed.

Where the grievance is a Hospital grievance it **shall** be filed with the Union/Grievance Committee.

11.05 Group Grievance

Where a number of employees have identical grievances, and each one **would** be **entitled** to grieve separately, they may present a **group** grievance, in writing identifying each employee who **is** grieving, to the (designated by **Hospital** as referenced in the local **provisions**) **within ten (10) days** after the circumstances giving rise to the grievance have occurred or ought **reasonably** to have come to the attention of the employee. The **grievance shall then be treated as** being initiated at **Step 2** and the applicable **provisions of this Article shall then apply** with respect to **the** handling of **such** grievance.

11.06 Discharge/Suspension Grievance

If an employee, who **has** completed his probationary **period**, claims that **he has** been unjustly **discharged** or suspended, **such** claim **must be** submitted by the employee, who may **be** accompanied by a Union steward, or **by** a Committee member at Step 2 of the grievance procedure to the Hospital within five (5) **days** following the **date** the **discharge** or suspension **is** effective.

Such grievance may be **settled** under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in suspending or discharging **the** employee, or
- (b) reinstating the employee with up to full seniority for time **lost and up to** full compensation **for** time lost,
- (c) any other arrangement which may **be** deemed just and equitable.

11.07 **Saturdays, Sundays and** Holidays are not to be counted in the time limits **as set** out in **this** Article.

ARTICLE 12 – ARBITRATION PROCEDURE

- 12.01 (i) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration **as** hereinafter provided. If no written request for arbitration is received within ten **(10) days** after the decision under Step 2 **is given, the** grievance shall **be** deemed **to** have been abandoned.
- (ii) The **parties** agree that it **is** their intent to resolve grievances without recourse to arbitration, wherever **possible**. Therefore, notwithstanding (i) above, the **parties** may, upon mutual agreement, engage the **services** of a mediator in an effort to **resolve** the grievance and may extend the time limits for **the request** for arbitration. The parties will **share** equally **the** fees and **expenses**, if any, of the mediator.
- 12.02 All agreements reached, under the grievance **procedure**, between the representatives of the Hospital **and** representatives of the Union **will be** final and **binding** upon the **Hospital**, the Union and the employee(s).
- 12.03 (i) The parties **may**, upon mutual agreement, agree to a **sole** arbitrator who **shall** proceed **by way** of mediation-arbitration. The party making the request shall **do so** in writing **and** at the same time, it **shall propose** the name of a **sole** arbitrator. Within five (5) calendar **days** thereafter, the other **party shall** agree in writing or **propose** an alternate name(s). If there **is** no agreement within ten **(10)** calendar days, the Minister of Labour **shall** have the power **to** effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator **shall** have all powers **as set out in** Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence **and** submissions.
- (ii) Where the parties **do** not agree *to use* a sole arbitrator as provided in (i) above, either party requests that any matter be **submitted** to Arbitration **as** provided in this Article, it shall make such request in writing **addressed to** the other party to this Agreement, and at the same time appoint a nominee. Within five **(5) days** thereafter, the other **party shall** appoint **its** nominee, provided however, that **if such party fails** to appoint **its** nominee as herein required, **the** Minister of Labour for the Province of Ontario shall have the power to **make such** appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon **such** a chairperson within a **period** of ten **(10) days** of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 12.04 No person may be appointed to the Arbitration **Board** who **has** been involved in an attempt to negotiate or settle the grievance.
- 12.05 The Arbitration Board **shall** not **be** authorized to **make** any decision **inconsistent** with the provisions of **this** Agreement, nor to alter, modify, add to or amend any part of **this** Agreement.
- 12.06 **No** matter may be submitted to arbitration that **has** not been properly carried through all requisite **steps** of the Grievance Procedure.
- 12.07 The proceedings of the Arbitration Board will be **expedited** by the **parties** hereto and the **decision** of the majority **and** where there is **no** majority, the decision of the Chairperson, will **be** final and binding **upon** the **parties** hereto **and** the employee **or** employees concerned.
- 12.08 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.
- 12.09 Saturdays, **Sundays** and **Holidays** are not to **be** counted in the time limits **as set** out in **this** Article.
- 12.10 Wherever Arbitration Board is referred **to** in the Agreement, the **parties** hereto may mutually agree in writing to **substitute** a single arbitrator for the Arbitration Board at the time of **reference** to arbitration **and** the other provisions referring to Arbitration **Board** shall appropriately **apply**.

ARTICLE 13 – SENIORITY

13.01 Probationary Period

A **new** employee will **be** considered on probation until **she** **has** completed forty-five **days** of work (337.5 hours of work for **employees** whose regular **hours** of work **are** other than the standard work **day**) within any twelve calendar months. Upon **completion** of the probationary period she **shall** be credited with seniority equal to forty-five working **days**. With the written consent of the Hospital, the probationary employee, and **the Unit Chairperson** or **designate**, **such** probationary **period** may **be** extended. **Any** extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary **period** shall not **be** the subject of a grievance or arbitration **and is** at the **sole** discretion of the Hospital.

13.02 Definition of Seniority

Full-Time

Full-time employees will accumulate seniority on the **basis** of their continuous service in **the** bargaining unit from the **last** date of hire, except **as otherwise** provided herein.

Seniority will operate **on** a bargaining unit wide **basis**.

Notwithstanding the above, employees hired prior to October 10, 1986 will *be* credited with the seniority they held **under the** Agreement **expiring** November 15, 1985 and will thereafter accumulate **seniority in** accordance with **this** Article.

Part-Time

Part-time employees will accumulate seniority **on** the **basis** of one (1) year's **seniority** for each **1725 hours** worked in the bargaining unit **as** of the last date of hire, **except as** otherwise provided herein.

Seniority **will** operate on a bargaining unit wide **basis**.

Notwithstanding the above, employees **hired prior** to October 10, 1986 will be credited with the **seniority they** held under the **Agreement** expiring November 15, 1985 and will thereafter accumulate **seniority in** accordance **with this** Article.

13.03 Transfer of Service and Seniority

Effective October 10, 1986, **and** for employees who **transfer** subsequent to October 10, 1986, an employee whose **status** is changed from full-time to **part-time** **shall** receive credit for her full **service** and seniority.

- a) **An** employee whose **status is changed** from **part-time** to full-time **shall** receive credit **for** seniority and **service** on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- b) Where the Hospital transfers **an** employee from one CAW bargaining unit to another **CAW** bargaining unit or union to non-union **or** vice versa, that employee will **be** allowed to carry accrued service, **as** it **applies** only to benefit entitlement and vacation entitlement and progression on the wage grid, i.e. Schedule "A" to the new bargaining unit.

- c) 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** 1725 hours worked **as** one 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.

13.04 Loss of Seniority

An employee shall lose all seniority and shall **be** deemed terminated if:

- (a) the employee **quits**, retires or **is retired by** the Hospital **at** normal retirement **age**;
- (b) **the employee is discharged** and the discharge **is** not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working **days** without notifying the **Hospital** of **such** absence **and** providing a **reason** satisfactory to the **Hospital**;
- (d) the employee **fails to** return to work **upon** the expiration of a leave of absence or **utilizes** a leave of **absence for a purpose** other than that for which it **was** granted;
- (e) employee has **been laid off** for twenty-four (24) months;
- (f) the **employee** fails, upon **being** notified of a recall, **to** signify her intention to return within five (5) **working days** after **she has** received the notice of recall through registered mail **addressed** to the last **address** on the records of the Hospital, and fails to report to work within *ten* (10) working days after **she has** received **the** notice of recall;

Note: The clause **shall** be interpreted **in** a manner consistent with the provisions of the Ontario Human Rights Code.

13.05 Effect of Absence

((a), (b) and (c) of the following **clause** are applicable to full-time only):

Unless otherwise **provided** in this Collective Agreement:

- (a) **It** is understood that, during an **approved** unpaid absence not exceeding thirty (30) continuous **days** or any **approved absence** paid by the **Hospital**, both seniority **and** service **will** accrue.

- (b) **During an unpaid absence** exceeding thirty (30) continuous **calendar days**, **credit for service** for purposes of salary increment, vacation, **sick leave**, or **any other benefits** under any **provisions of the Collective Agreement** or elsewhere, **shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days**, **the benefits concerned appropriately reduced on a pro rata basis** and the employee's anniversary date adjusted accordingly, in addition, the employee will become **responsible for full payment of subsidized employee benefits in which he/she is participating** for the period of the **absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.**

Effective October 11, 2002, the **Hospital** will continue to **pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits.** Such payment shall **also** continue while an employee is **on sick leave (including the Employment Insurance Period)** to a maximum of thirty (30) months from the time the **absence** commenced.

- (c) It is further understood that, during such unpaid absence, credit for **seniority** for purposes of promotion, demotion, **transfer** or **layoff shall be suspended and not accrue during the period of absence.** Notwithstanding this **provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.**

For leaves which commence **on or after the date of ratification**, notwithstanding this provision, seniority shall accrue for a **period of thirty (30) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave including the Employment Insurance period.**

Part-Time

Part-time **employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.**

For leaves which commence on or after the date of ratification, notwithstanding this provision, part-time employees shall accrue seniority for a period of thirty (30) months and **service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.**

13.06 Transfer to Positions Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of **up** to six (6) months, or **such** longer period of time **as** may be agreed by **the Local Union and the Hospital**, shall retain but not accumulate seniority **held at** the time of the **transfer**. In the event the employee **is** returned to a **position** in the bargaining unit **she shall be credited** with the **seniority held at** the time of transfer and resume accumulation from the date of her return to the bargaining unit.

13.07 Transfer at Instance of Hospital

If at the instance of the Hospital an employee is transferred to another classification carrying a rate in a lower range, the employee **shall** not **suffer** thereby **a reduction** in rate of pay.

13.08 Transfer at Request of Employees

See *the Local Provisions Appendix L13*.

ARTICLE 14 – JOB SECURITY

14.01

- (a) With **respect** to the development of any **operating** or re-structuring plan which may affect the bargaining unit, the Union **shall be** involved **in** the planning **process as soon as practicable and, in** any event, **in** advance of such plans or **proposals** being finalized **and** notices of layoff being **issued** or other actions taken that would **adversely** affect the bargaining unit **and** through to the final phases of the **process**.
- (b) Labour Adjustment Committee
In addition to that, **and to** any other planning committee in the Hospital **of a** more broadly representational **make-up**, there shall be **immediately** established a Labour Adjustment Committee for the bargaining unit, which **shall** meet during the term of **this** agreement every three months, unless otherwise mutually agreed by the **parties**. It **shall be** the function of the 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 hospital may propose taking;
 - (ii) identifying and seeking ways to **address** the retraining **needs** of employees;

- (iii) identifying vacant positions within the Hospital for which surplus members of ~~the~~ bargaining unit **might** qualify, or such positions which are currently filled but which **are expected** to become vacant within a twelve (12)month **period**.

Composition and Meetings

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

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

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

Disclosure

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

Accountability

The Committee **shall** submit **its** written recommendations to the 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. Any agreement between the **Hospital** and the Union resulting from the above review concerning the method of implementation **will** take precedence over the other provisions of **this** agreement.

14.02 Notice of Lay-off

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of **the proposed layoff** or elimination of position; **and**
- (ii) provide **to the affected employee(s), if any**, who will be laid off with no **less** than five (5) months' written notice of layoff, or **pay** in lieu thereof.

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

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

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

- (c) Any vacancy to which an employee **is** reassigned **pursuant** to paragraph (b) **need** not be **posted**.

14.03 Severance and Retirement Options

- (a) (i) Where an employee **resigns** within 30 **days** after receiving *notice* of layoff pursuant to article 14.02 (a)(ii) that his or **her** position *will* be eliminated, he or she **shall be** entitled **to** a separation allowance of two (2) weeks' **salary** for each year of continuous service to a maximum of **twelve (12) weeks'** pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may **be** reimbursed *for* **tuition fees** up **to** a maximum of three thousand (**\$3,000**) ~~dollars~~.
- (ii) Where an employee **resigns** later than 30 **days** after receiving notice **pursuant** to article 14.02(a)(ii) that his or her position will be eliminated, **he** or **she** **shall** be entitled to a separation allowance of four (**4**) weeks' **salary**, and, on **production** of receipts from an approved educational program, within twelve (12) **months** of resignation, may **be** reimbursed **for** **tuition fees** up **to** a maximum of **one thousand two hundred and fifty (\$1,250)** ~~dollars~~.
- (b) Prior to **issuing** notice of layoff pursuant to article 14.02(a)(ii) in any classification(s), the Hospital **will** offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number **of** employees within the classification(s) who **would** otherwise receive notice of layoff under article 14.02(a)(ii).

Within thirty (30) **days** from **the** date **of** notice of layoff, an employee who has received notice of layoff of a permanent **or** long-term nature may retire provided that the employee is eligible to retire under the terms of the **Hospitals** of Ontario Pension Plan. **An** employee who chooses this option forfeits her right to notice **and will** receive severance pay on the **basis** of two (2) weeks' **pay** for each year of service with **the** Hospital to a maximum of twenty-six (26) weeks on the **basis** of the employees 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.

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

The parties will mutually determine the **size**, structure composition, and activities of each Committee and **application** will be made to any available funding source for the funding of administrative **expenses**. Representatives attending **such** meetings **during** their regularly scheduled **hours of work** shall not lose **regular** earnings as a **result** of such attendance.

14.05 Layoff and Recall

- (a) In the event of lay-off, the Hospital shall lay **off** employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then **have** the ability to perform the work.
- (b) An employee who ~~is~~ subject to lay-off **shall** have the right to either:
 - (i) accept the **lay-off**; or
 - (ii) **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 lay-off can perform the **duties** of the lower or identical classification without training other than orientation. Such employee **so displaced shall** be laid off.

Note: An identical paying classification **shall** include any classification where the straight time hourly wage rate at the level of service corresponding to that of **the laid off** employee is **within 1%** of the laid off employee's **straight time** hourly wage rate.

In the event that there are no employees with **lesser** seniority in lower **or** identical **paying classifications as defined** in this Article, a laid off employee will have the right to **displace** an employee with **lesser** seniority, **who is** the **least senior** employee in a **classification** where the straight time hourly rate at the level of **service** corresponding to that of **the laid off** employee **is** within 7% of the laid off employee's straight time hourly rate provided he can perform the **duties** without training other than orientation. Such employee **so displaced shall be laid off**.

- (iii) The decision of the employee to **choose** (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (**excluding** Saturday, **Sunday** and Holidays) following **the** notification of lay-off. Employees failing to do **so** will be **deemed** to have accepted lay-off.

- (c) An employee shall have opportunity of **recall** from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before **such** opening is filled on a regular basis under a job **posting** procedure. The **posting** procedure **in** the collective agreement shall not apply until the recall process **has** been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary **or** unfair manner.
- (e) **An** employee recalled to work in a different classification or who exercised **his** or her displacement rights to a different classification from which he was **laid off** shall have the privilege of returning to the position **he held** prior to the lay-off should it become vacant within **six (6)** months of being recalled.
- (f) 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**.
- (g) It is the sole responsibility of the employee **who has** been laid off to **notify** the Hospital of his intention to return to work within **five (5) working days (exclusive of Saturdays, Sundays and paid holidays)** after being **notified** to do so by registered mail, **addressed** to the last address on record with the Hospital (which notification **shall be** deemed to have been received on the second day **following** the date of mailing) **and** to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee **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 proper address** being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off **shall** be given preference for **temporary** vacancies that are expected to **exceed** ten (10) working **days**. An employee **who has been** recalled to **such** temporary vacancy **shall not be** required to accept **such** recall and **may** instead remain on lay-off.
- (i) No full-time employee **within** the bargaining **unit shall** be **laid off by** reason of his/her **duties** being **assigned to** one or more part-time employees.
- (j) In the event that a lay-off commenced **on** the day immediately following a paid holiday, an employee otherwise qualified for holiday **pay shall not be** disentitled thereto solely **because** of the day on which the lay-off commenced.

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

14.06 Benefits on Lay-Off

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

ARTICLE 15 – NO CONTRACTING OUT

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

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

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

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

15.03 **On** request by the Union the Hospital **will undertake** to review contracted services that 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 **Hospital** further agrees that the **results** of their review will be **submitted** to the Labour Adjustment Committee for its consideration.

ARTICLE 16 – WORK OF THE BARGAINING UNIT

16.01 Work of the Bargaining Unit

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

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

16.02 Volunteers

The **use** of volunteers to perform bargaining **unit** work shall not **be** expanded **beyond** the extent of existing practice **as** of June 1, 1986.

16.03 Employment Agencies

Prior to enlisting the **services** of an employment agency, the **Hospital will** attempt to contact part-time **staff who would** normally perform the **duties in question**.

16.04 Ratio of R.N.'s to R.P.N.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s **in** any department, the **Hospital** agrees to **consult with** the Union in advance **of** any decision being **made and**, again in advance of any decision **being made**, the senior administrator of the Hospital **agrees** to meet with and to entertain submissions from the Union with respect **to** the merits of maintaining the **existing** ratio.

In addition to the above **process and** apart from it where a change **in the** ratio is planned **by** the Hospital and it **does** not arise **because of employee** retirement, resignation or **death** then it can only be **carried** out following a full **and** complete **disclosure** to the Union of the plan and the Hospital **and** the reasons for it. After full and complete **disclosure** to the Union, the **Hospital and** Union are to meet **and** **discuss** the **plan and** the reasons with a **view to possibly** modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five **(45) days** from the **date** of full **and** complete **disclosure** to the Union; and only implemented if there has been the consultative process required by this clause carried out in **good faith by** the Hospital.

ARTICLE 17 – TECHNOLOGICAL CHANGE

- 17.01 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 her regular job.
- 17.02 Where the Hospital **has** decided to introduce a technological change that will significantly alter the status of an employee within the bargaining unit, the Hospital **undertakes to** meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 17.03 Where new **or** greater skills are required than are **already possessed** by affected employees under the present **methods** of operation, **such** employees shall be given a period of training, with **due** consideration being **given** to the employee's previous educational background, during which they may perfect or acquire the **skills** necessitated **by** the **new** method of operation. The employer **will assume** the cost of tuition **and** travel. There **shall** be no reduction in wage **or** salary rates during the training **period of any** such employee. Training shall **be given during** the hours of **work** whenever **possible** and may **extend** for up **to** six (6) months.
- 17.04 Employees with one (1) or more **years** of continuous service **who** are **subject** to layoff under conditions referred to above, **will** be given notice of **impending** change in employee **status** at the earliest reasonable time **in** keeping with the notice to **the** Union **as** set **out** above and the requirements of the applicable **legislations**.
- 17.05 Employees who are pregnant **shall** not **be** required to operate VDTs. **At** their request, the Employer **shall** temporarily relocate **such** employees to other appropriate **work** without **loss** of employment benefits, but **at** the wage rate of **the** job in which the employee **is** relocated. The determination of the appropriate alternative **work** shall **be at** the **discretion** of the Employer and such discretion shall not be exercised **in an** arbitrary **or** discriminatory manner. If **such** work **is** not available or if the employee **does** not wish to accept **the** alternative work, the employee may **be** placed on unpaid leave of absence.
- 17.06 Each employee required to use a VDT more than four **(4)** hours per **day**, shall be given eye examinations at the **beginning** of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations **shall be paid** for **by the** Hospital where not covered by OHIP.

ARTICLE 18 – JOB POSTING

- 18.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new **position** within the bargaining unit **is established** by the Hospital, **such** vacancy **shall be posted by the Hospital** for a period of **seven (7) days**, excluding Saturday, **Sunday** and holidays. Vacancies created **by the filling** of an initial permanent vacancy within the bargaining unit **shall be posted** for a period of three (3) consecutive **days** excluding **Saturday, Sunday** and holidays. *All applications are to be made in writing within the posting period.*
- 18.02 The postings referred to in Article .01 **shall** stipulate **the** qualifications, classification, rate of pay, **and** department and shift and a copy **shall be provided to the** Unit Chairperson.
- 18.03 Employees **shall** be selected for **positions** under Article .01 on the *basis* of their ability, experience **and qualifications**. Where **these** factors are relatively equal amongst the employees **considered**, seniority **shall govern providing** the **successful** applicant, if any, **is** qualified to perform the **available work**. **The** name of the successful applicant will **be provided** to the Unit Chairperson **and** unsuccessful **applicants** will be notified.
- 18.04 Where there are no **successful** applicants from within this bargaining unit for positions **referred to in** Article .01 **employees** in other **CAW service** bargaining units **at the Hospital** will be considered **for such positions prior to** considering persons not employed **by the Hospital**. The employees eligible **for** consideration shall **be** limited to those employees who **have** applied **for** the **position** in accordance with Article .01, **and** selection **shall** be made in accordance with Article .03 above.
- 18.05 Vacancies that are not expected **to** exceed **six (6) months** will not be **posted and** may **be filled** at the discretion of the **Hospital**. In filling **such** vacancies, consideration shall **be given to** part-time employees in **CAW** service bargaining **units** who have recorded their interest in writing prior **to** considering **persons not** employed by the Hospital. In **considering such part-time employees**, the criteria for selection in .03 **shall apply**. Part-time employees selected to **fill** a vacancy under this Article will continue to maintain their part-time **status and** upon completion of the assignment the employee will return **to** her former position.
- 18.06 The Hospital shall have the right to fill any **vacancy** on an interim **basis** until the **posting** procedure herein **has** been complied with, and arrangements have **been** made **to assign** the employee **selected** to fill the vacancy to the job. No grievance may be **filed** concerning **such** temporary arrangements.
- 18.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five **(45) working days** and **if** the employee **proves** satisfactory, then **he shall** be considered permanently **assigned** to the vacancy. **If** the

employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which **she is posted**, the employee will be returned to her former position at her former salary or rate of **pay, as** will any other employee in the Bargaining Unit who was promoted or transferred by reason of **such** placing. Newly hired employees shall be terminated and **such** termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended **upon mutual** agreement of both **parties**.

- 18.08 Successful applicants and newly hired employees **will not be** permitted to apply for job postings or any **subsequent** vacancies for a period of **six** (6) months, except where a part-time employee is applying for a permanent full-time position or the **parties** mutually agree **otherwise**.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave

An employee who notifies the Hospital **as soon as possible** following a bereavement shall be granted up to three (3) consecutive days off, without **loss** of his regular **pay** for his scheduled hours *from* the **date** of death up to and including the date of the funeral of a member of **his** immediate family.

“Immediate family” means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, **grandchild**, guardian or stepparent.

19.02 Education Leave

- (a) If required by the Employer, an employee shall **be** entitled to leave of absence with **pay** and without **loss of** seniority and **benefits** to write examinations to upgrade **his** or her employment qualifications.
- (b) **A** leave **of** absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It **is** further understood and agreed that the Employer will, whenever **its** operational requirements **permit**, endeavour to arrange the **shifts of** employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer **shall pay** the **full** costs associated with the courses.

19.03 Jury & Witness Duty

Full-time

If an employee is required to **serve as** a juror in any Court of **Law** or **is** required to attend **as** a **witness in** a court proceeding in which the **Crown is a party** or is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case **arising** from the employee's **duties at** the **Hospital**, the employee **shall** not **lose** regular pay **because** of **such** attendance **provided** that the employee:

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

In addition to the foregoing, where an employee is required by subpoena to attend a Court of **Law or Coroner's Inquest in** connection with a case **arising from** the employee's **duties at** the Hospital **on his** regularly **scheduled day** off, the Hospital will attempt to **reschedule** the employee's regular day off, it **being** understood that **any** rescheduling **shall** not **result** in the payment of any premium **pay**. Where the Hospital is unable to reschedule the employee **and as a result** he/she is required to attend on a **regular** day off, he/she **shall** be paid for all hours actually **spent at such** hearing **at the** rate of **time and** one-half **his** regular **straight** time hourly rate **subject to** (a), (b) **and** (c) **above**.

Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the **Hospital will** attempt to reschedule the shift to include the time spent at **such** hearing. It is understood that any rescheduling **shall** not result in the payment of any premium pay.

Where the Hospital is unable **to** reschedule the employee and, as a result, he/she is required to attend during other than his regularly scheduled paid **hours**, he/she shall be paid for all hours actually spent at such hearing **at his** straight time hourly rate **subject to** a), b) **and** c) **above**.

Part-time

See the Local Provisions Appendix L19.

19.04 Pregnancy Leave
Full-Time

- (a) 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.
- (b) 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* Hospital with the certificate of a legally **qualified** medical practitioner **stating the expected birth date**.
- (c) The employee **shall** reconfirm her intention to return to work on the **date** originally approved in **subsection (b)** above **by** written notification **received** by the **Hospital at least two (2) weeks** in advance thereof.
- (d) 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 22 of the Employment Insurance Act, **shall be paid a** supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (**93%**) of her regular weekly earnings **and** the sum of her **weekly** employment Insurance benefits **and** any other earnings. **Such** payment **shall** commence following completion of the **two-week** Employment **Insurance** waiting period, and *receipt by* the Hospital of the employee's Employment Insurance cheque stub **as** proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while **the** employee is in receipt of **such** benefits for a maximum **period** of fifteen (**15**) **weeks**. The employee's regular weekly earnings **shall be determined by** multiplying her regular hourly rate on her last day **worked** prior to the commencement of the leave times her normal weekly hours **plus** any wage increase or salary increment that **she** would be entitled to **if she** were not on pregnancy leave.

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

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

- (e) Credits for service and seniority **shall** accumulate *for* a period of up to seventeen (17) **weeks** while an employee **is on** pregnancy leave.
- (f) The Hospital will continue to pay its **share** of the contributions of the **subsidized** employee benefits, **including pension** plan **in** which the employee **is** participating, for a period of **up to** seventeen (17) **weeks** while the employee **is** on pregnancy leave.
- (g) **Subject** to any **changes** to the employee's **status** that would have occurred had she not been on pregnancy leave, the employee **shall be** reinstated to her former duties, on the same **shift in** the **same** department, and at the same rate of **pay**.

19.03 Pregnancy Leave Part-time

- (a) 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.
- (b) 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 Hospital with the certificate of a **legally** qualified **medical** practitioner stating the **expected birth** date.
- (c) The employee shall reconfirm her intention to return to work on the date originally **approved** in **subsection (b)** above **by** written notification received by the **Hospital at least two (2) weeks** in advance thereof.
- (d) 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 22 of the Employment Insurance Act, shall **be** paid a supplemental benefit. That **benefit will be** equivalent to the difference between ninety-three percent (93%) of **her** regular weekly earnings **and** the **sum** of her **weekly** employment Insurance benefits **and** any other **earnings**. Such payment **shall** commence following completion of the two-week Employment Insurance waiting period, and receipt **by** the **Hospital** of the employee's Employment **Insurance** cheque stub **as** proof that she is in receipt of Employment Insurance **pregnancy** benefits, and shall continue while the employee **is in** receipt of such benefits for a maximum period of fifteen (15) **weeks**. The **employee's** regular weekly

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of 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.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status that would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.05 Parental Leave Full-Time

- (a) 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.
- (b) 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.

- (c) An employee who is an adoptive parent shall **advise** the Hospital **as** far in advance **as** possible of having qualified to adopt a child, **and shall** request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. **If**, because of late receipt of confirmation of pending adoption, the employee **finds** it impossible to request the leave of **absence** in writing, the request may be made verbally, and subsequently verified **in** writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in **subsection (b)** above by written notification received **by** the Hospital at **least** two **(2)** weeks in advance thereof.
- (e) **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 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.**

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

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

- (9)** Credits for service **and** seniority shall accumulate for a period of **up** to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) **weeks** after the parental leave began **otherwise**, while the employee **is** on parental leave.

- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

19.05 Parental Leave

Part-time

- (a) 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.
- (b) 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.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) 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 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment

Insurance parental benefits, and **shall** continue while the employee **is in** receipt of **such** benefits for a maximum **period** of ten **(10) weeks**. The employee's regular weekly earnings **shall** be determined by multiplying her regular hourly rate on her **last day worked** prior to the commencement of the leave times her normal weekly hours **plus** any wage increase or **salary** increment that she would be entitled to if **she were** not on parental leave.

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

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

- (f) Credits for **service and** seniority shall accumulate **for a period** of up to **thirty-five (35) weeks** after *the* **parental** leave began, **if** the employee **also took** pregnancy leave, **and** **thirty-seven (37) weeks** after the parental leave **began** otherwise, while the employee **is** on parental leave on the **basis** of what the employee's normal **regular** hours of work **would** have been.
- (g) The **Hospital will** continue to pay its **share of** the contributions of the pension plan in which the **employee is** participating for a period of **up** to eighteen **(18) weeks** **while** the employee **is on** **parental** leave.

The Hospital **will also** continue to pay the percentage in lieu of benefits **for a** period of up to ten **(10) weeks**. The **Hospital** will register **these benefits** as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada **Employment Insurance** Commission.

- (h) Subject to **any** changes **to** the employee's **status** which would have occurred had he/she not been on parental leave, the employee **shall** be reinstated **to** his or her former duties, on the same shift in the same department, and **at the** same **rate of pay**.

19.06 Union Leave

Leave of absence for Union **business** shall be given without pay up to a maximum of ten **(10) days** per calendar year provided such leave **does** not interfere with the continuance of efficient operation of the **Hospital**.

Such leave shall **be subject** to the following conditions:

- (a) not more than (*as per the local provisions under L19 – no provision*) employees of the Hospital are absent on any such leave at the same time, and not more than (*as per the local provisions under L19 – no provision*) employee from a department;
- (b) a request must be made in writing at **least** twenty-one days prior to the commencement of the function for which leave is requested, unless it is not reasonably **possible to give such** notice;
- (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 **Hospital** in accordance with the above **conditions shall** be paid for such leave by the Hospital. The **Hospital shall** then forward a **statement of such wages** paid to the employee affected to the union for reimbursement of the amount stated;
- (e) an employee who *is* elected or appointed to office with the **CAW**, shall upon application by the Union in writing, **be granted a leave of** absence without **loss** of seniority and **benefits** for **up** to three (3) years.

During such leaves of **absence**, salary and benefits shall be **kept** whole by the Hospital and the **Union** agrees to reimburse the Hospital for such salary and the Hospital's contribution to **said** benefits. The **employee** agrees to notify the **Hospital** of the **employee's** intention to return to work within two (2) weeks **following** the termination of office for which the leave was **granted**. At the **end of such** leave, **any** employee hired or **placed as** a substitute for the employee on **such absence**, may be terminated or laid off by the Hospital **as** required, or may be transferred to the employee's previous position if the substitution **was** a transfer. **An** employee on leave of absence **under this** provision **shall** continue to accumulate all **rights** and privileges under **this** Agreement.

It is understood that the intent of **this** article ~~is~~ that it **shall** normally **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. Further applications may **be** granted consistent with the **Hospital's** staffing requirements.

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.

19.07 Pre-Paid Leave Plan

The Hospital **agrees** to a prepaid leave program, funded solely by the employee subject to the following **terms and** conditions:

- a) The plan **is** available to employees wishing to **spread** four **(4)** years' salary over a five **(5)** year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, **to** enable them to **take** a one **(1)** year leave of absence following the **four (4)** years of salary deferral.
- b) The employee must make written application to the Hospital at **least** six (6) months prior **to** the intended **commencement date of** the program (ie. The **salary deferral** portion), stating the intended purpose of the **leave**.
- c) The number of employees that **may** be **absent** at **any** one time **shall** be determined between the local parties. **The** year for the **purposes** of the program **shall be September 1** of one year to **August 31** the following **year** or such other twelve **(12)** month period **as** may **be** agreed upon **by** the employee, **the** Local Union and the Hospital.
- d) Where there are more applications than spaces allotted, seniority **shall** govern.
- e) During the **four (4)** years of **salary** deferral, 20% of the **employee's gross annual** earnings will **be deducted and** held for the employee **and** will not **be accessible** to the employee until the **year of the leave** or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held **shall be** at the discretion of the Hospital.
- g) **All** deferred salary, **plus** accrued interest, if any, **shall be paid** to the employee at **the** commencement of the leave or in **accordance with such** other payment **schedule** as may **be agreed upon** between the **Hospital and** the employee.
- h) All **benefits shall be kept** whole **during** the four **(4)** years of salary deferral. During the year of the leave, seniority will accumulate. Service for the **purpose** of vacation **and** salary progression and other benefits **will** be retained but will not accumulate during the period of leave. The employee shall become **responsible** for the full payment of premiums for any health and welfare **benefits** in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan **will be in** accordance with the Plan. **The** employee will not be eligible to participate in the disability income plan **during** the year of the leave.

- i) An employee may withdraw from the plan at any time **during** the deferral portion provided three (3) months notice ~~is~~ given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within two **pay** periods.
- j) If **the** employee terminates employment, the deferred salary held by the Hospital plus accrued interest, **if** any, will be returned to the employee within two pay **periods**. In **case** of the employee's death, the **funds** will be paid to the employee's estate.
- k) The Hospital will endeavor to **find** a temporary replacement for **the** employee as far in advance **as practicable**. If **the Hospital** is unable to find a suitable replacement, it may **postpone** the leave. The Hospital **will** give **the** employee at **least** four **(4) weeks** notice. The employee will have the option of remaining in the Plan and rearranging the leave **at** a mutually agreeable time or of withdrawing from the **Plan** and having the **deferred salary, plus accrued** interest, if any, paid out **to** the employee within a reasonable period of time,
- l) The employee will **be** reinstated **to his** or her former position unless the position **has been discontinued**, in **which** case the employee **shall** be **given a** comparable job.
- m) Final approval for entry into **the pre-paid** leave program will **be subject** to the employee entering into a formal agreement with the Hospital in order to authorize the **Hospital** to make the appropriate deductions from the employee's pay. Such agreement will **include**:
 - 1. A statement that the employee is entering the **prepaid** leave program in accordance **with** this Article of the collective agreement.
 - 2. The period of salary deferral and the **period** for which the leave is requested.
 - 3. The manner in which the **deferred** salary is to be held.

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

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

Full-Time and Part Time

- a) The following **paragraphs** and sections are **intended** to define the normal hours of work **and shall not be construed as** a guarantee of hours of **work per day** or per week **or of days of work per week and** shall not apply to the maintenance **man**.
- b) The **regular** shift for all employees **shall consist** of seven and one-half (**7-112**) **hours** excluding the meal period **of** one-half hour. **This** means that employees **must report** to their respective **Supervisors in** uniform **and** remain in uniform **for** the full working shift.
- c) For the **purposes** of the Agreement, the **Hospital** work week commences at **12.01 a.m. on Monday**.
- d) **The work** day **shall** be a **period** of **twenty-four hours** commencing at 12.01 a.m. of **the operation as scheduled by the** Corporation.

20.02 Day-Light Savings

Full-Time and Part-Time

It is understood normal hours include **those** required to accommodate the change from Daylight Saving Time **to Standard Time**, and vice **versa**, to **which** the other provisions of the Articles dealing with **Hours of Work and Overtime do not apply**. It is further understood that all hours worked will **be paid at** the regular **straight** time rate **as** a result of the changeover **to** daylight saving from **standard** time or vice **versa**.

20.03 Rest Period

Full-Time and Part-Time

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (**3 314**) hours of work **during** their shift.
- (b) When an employee performs authorized overtime **work** of at **least** three (3) hours duration, the Hospital will schedule a rest **period** of **fifteen (15)** minutes duration.

20.04 Time Off Between Shifts
Full-Time

In the case of Departments where employees are required to rotate on the day, evening and/or night *shifts*, the Corporation will endeavour to arrange shifts such that there will be a minimum of 23 hours between the beginning of shifts and change over of *shifts* and of 39 hours if there is one day off and of 63 hours if there are 2 days off between the change over of shifts.

See the Local Provisions Appendix L20 for more on Hours of work.

ARTICLE 21 – PREMIUM PAYMENT

21.01 Definition of Regular Straight Time Rate of Pay
Full-Time/ Part-Time

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in **Wage Schedule "A"** of this Agreement.

21.02 Definition of Overtime
(i) Full-Time

- a) Authorized time worked in excess of seven and one-half (7-11/2) hours per day seventy-five (75) hours in a two-week period shall be paid at the rate of one and one half times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by the hospital;
- b) It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.
- c) Call back shall not be considered as hours worked for the purpose of this article.
- d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

(ii) Part-Time

Employees shall be entitled to payment of time and on half the employee's basic straight time hourly **rate** for all authorized overtime work **in excess** of seven and **one half (7 1/2) hours** in a tour of duty or in **excess** of the average full time **hours** of work over the period **scheduled by** the Hospital. **Such** period for **this** purpose shall not **exceed** two **(2) weeks**.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Callback **shall not be** considered **as hours** worked for the purpose of this **Article**.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be **duplicated** nor pyramided nor shall other **premiums** be **duplicated** nor **pyramided** nor **shall** the **same hours** worked be **counted as** part of the normal work **week and also as** hours for which **the** overtime premium **is paid**.

21.03 Reporting Pay

Full-Time and Part Time

Full-time employees who report for any scheduled **shift** will be guaranteed at **least** four **(4)** hours of work, or if no work is available, will be paid at least four **(4)** hours except **when** work is **not available due** to conditions **beyond** the control of the **Hospital**. The reporting allowance outlined **as** herein **shall not apply** whenever an employee **has received** not **less** than one **hour's** prior notice not to report for work.

21.04 Standby

Full-Time and Part-Time

Effective October 11, 2002, an employee who **is** required to remain available for duty **on** standby, outside the normal working hours for that particular employee, shall **receive** standby pay in the amount of \$2.50 per hour for all hours on **standby**.

Standby **pay shall**, however, cease where an employee is called **in** to work, and works during the period of **standby**.

21.05 Weekend Premium
Full-Time and Part-Time

An employee shall be paid a weekend premium of fifty-five cents (\$0.55) effective April 1, 2002, **sixty cents** (\$0.60) effective October 11, 2002 and sixty-five cents (\$0.65) **effective** October 11, 2003 per **hour** for **each** hour **worked** between 2400 hours Friday to 2400 **hours Sunday** or **such** forty-eight **(48)** hour **period** that the Hospital may **establish**. If an employee is receiving premium **pay pursuant** to a local **scheduling** regulation **with** respect to consecutive **weekends** worked, he/she will **not** receive weekend premium under this provision.

21.06 Shift Premium
Full-Time and Part-Time

Employees **shall be** paid a **shift** premium of fifty-five cents (\$0.55) effective April 1, 2002, **sixty cents** (\$0.60) effective October 11, 2002, **sixty-five cents** (\$0.65) effective October 11, 2003 per **hour for** all hours worked where the majority of their scheduled hours fall between 1500 **and** 0700 hours.

21.07 Call-back/Call-in
Full-Time **and** Part-Time

- (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 of work or four **(4)** hours **pay** at the rate of time and one-half their regular earnings. Where call back **is** immediately **prior** to the commencement of their regular **shift**, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they **shall** revert back to the regular shift.
- (b) Call back pay shall cover **all calls** within **the** minimum four **(4)** hour period **provided** for under (a). If a second call takes place after 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 call back premiums within one such four **(4)** hour period, and to *the* extent that call back overlaps **and** extends into the hours of his regular **shift**, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who **has** worked **his** full shift on a holiday and is called back shall *receive* the greater of 2 1/2 times his

regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at time and one-half his straight time hourly rate, subject to **the other provisions set out above.**

21.08 Responsibility Outside Bargaining Unit

Full-Time/ Part-Time

When a employer temporarily **assigns** an employee to carry out the **assigned on responsibilities** of a higher paying classification outside of the bargaining unit for a period in **excess of** one-half of one **(1) shift**, the employee **shall** receive an allowance of three **dollars** (\$3.00) **for** each **shift** from the time of the **assignment.**

21.09 Overtime – Lieu Time

Full-Time and Part Time

- a) Where **an** employee **has** worked **and** accumulated **approved** overtime hours (other than overtime hours related to **paid holidays**), **such** employee shall have **the** option of electing payment **at** the applicable overtime **rate** or time off equivalent **to** the **applicable** overtime rate (**i.e. where the applicable rate is time and one half, then time off shall be at one and one half times**);
- b) Where an employee **chooses** the latter option, **such** time off **must be taken** within the **succeeding two (2) pay** periods **of** the occurrence **of** the overtime **and** time mutually **agreeable** to **the** Hospital **and** the employee, or payment in accordance with the former **option** shall be **made.**
- c) Employees **who** work overtime **will** not **be** required to **take** time off **during** regular hours to make up for overtime **worked.**

21.10 Paid Time to Working Time

Full-Time and Part Time

Time paid **by** the Corporation for bereavement leave, sickness, paid holidays and paid vacations, **is** to be recognized as time worked **for** the **purpose** of calculation of overtime.

21.11 Ambulance Escort

See the Local Provisions Appendix L21.

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance

Full-Time and Part Time

- a) It shall **be** a matter of individual agreement between the employee and the Corporation **as** to whether the employee occupies a room at the Hospital or purchases **meals** at the Hospital.
- b) When a employee **is** required to and does **work** for three (3) or more hours of overtime **after his** normal shift, he **shall** be provided with a hot meal or five **dollars (\$5.00)** if the Hospital **is** unable to provide the meal or **has** been unable **to** schedule a meal **break during** the overtime period.
- c) Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) **hours, no more or less**, the employee **is not required** to take **a** hot meal, if available, and may claim the **five** dollars (\$5.00) payment.

22.02 Transportation Allowance

Full-Time and Part-Time

When an employee **is** required to travel to the Hospital or to return to her home **as a result** of reporting to or off **work** between the hours 2400 – 0600 hours, (other than reporting to or off work for her regular **shift**) or at any time while on standby, the **Hospital** will pay transportation **costs** either by taxi or **by** her own vehicle **at** the rate of thirty-five cents (\$0.35) **per** mile (to a maximum of fourteen **dollars (\$14.00)** or such greater amount as the Hospital may in its discretion determine for each **trip** between **the** aforementioned hours. The employee will provide to the Hospital **satisfactory** proof of payment of **such** taxi fare.

22.03 Uniform Allowance

(i) Full-Time

Where uniforms are required, the Hospital **shall** either **supply** and launder uniforms or provide a uniform allowance of \$70.00 per year in a **lump sum** payment in the **first** pay period of November of each year.

The Hospital will supply the uniforms necessary **for** the Ambulance Service.

(ii) Part-Time

Where uniforms are required, the Hospital **shall** either supply and launder uniforms or **provide** a uniform allowance of \$60.00 **per year** in a lump **sum** payment in the **first pay** period of November of each **year**

The Hospital will **supply** the uniforms necessary for the Ambulance Service.

22.04 Safety Shoe Allowance

(i) Full-Time

Effective September 1, 2002 and on that **date** for each **subsequent** year, the Hospital will provide \$80.00 per **year** to **each full** time employee who **is** required **by the Hospital** to wear safety footwear during the course of **his duties**.

(ii) Part-Time

Effective September 1, 2002 **and** on that date for each **subsequent** year, the Hospital **will** provide \$45.00 per year to each part time employee who **is** required **by the Hospital** to wear **safety** footwear **during** the course of his **duties**.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The **Hospital** and the Union agree that they mutually desire to maintain **standards** of **safety** and health in the Hospital **in order** to prevent accidents, injury **or** illness **in** compliance with the Occupation Health **and** Safety Act.
- (b) Recognizing **its** responsibilities **under** the applicable legislation, the Hospital **agrees** to accept **as** a member of its Joint Occupational Health & Safety Committee at least one representative selected or appointed **by** the Union. **The** number shall be determined locally.
- (c) Such Committee shall identify potential dangers and **hazards**, institute means of improving health and safety programs **and** recommend actions to be taken to improve conditions related to safety and health.
- (d) Meetings **shall** be held in accordance with the **Terms** of Reference of the Occupational Health and Safety Committee or **more** frequently **at** the call of the chairs if required. The Committee **shall** maintain minutes of all meetings and make the same available for review.

- (e) The union agrees to endeavour to **obtain** the full cooperation of *its* membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or **selected** in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.
- (g) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee **to** fulfill **its** functions. In addition, the Hospital will provide the Committee with **access** to all **accident reports**, health and safety records **and** any other pertinent information in **its possession**.
- (h) If **incidents** involving **aggressive** patient action occur, **such** action will be recorded **and** reviewed **at** the Occupational Health Committee.
- (i) Where the Hospital **identifies high-risk areas** where employees are exposed to infectious or communicable **diseases** for which there are available protective medications, **such medications shall be provided at** no cost to the employees.

23.02 Protective Clothing Full-Time and Part-Time

The Hospital **agrees** to continue its present **practices** with respect to *the* provision of protective clothing **and** safety **devices to** employees, **subject to the** provision set out above with **respect to** safety footwear. The Hospital further **agrees to** meet **directly** with representative of the Union or through the Accident Prevention Committee to **discuss** the need for any protective clothing or safety equipment in addition to that which the **Hospital is** presently providing.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays

Full-Time

- a) Where a paid holiday **falls** on an employee's regularly scheduled day off, it shall **be** deemed to be a paid statutory holiday and the employee will be given another **day** off at some other mutually agreed time by the Corporation and the employee.

- b) An employee who **is** absent on a Statutory Holiday after being posted to work forfeits all pay for that **day**.
- c) If one of the above-mentioned paid **holidays** occurs during **an** employee's vacation period, the employee will receive an additional **day** off in lieu thereof.

24.02 Holiday Pay Qualifiers Full-Time

- a) In order to **qualify** for paid holiday pay, **the** employee must work **his** full **scheduled shift** immediately preceding **and** immediately following the **paid** holiday concerned, **unless** excused in writing **by** the **employer**. Provided that **if** any employee is absent from the said **shifts** or **either** of them **as** a **result** of illness **he** shall **nevertheless be** entitled to **pay** for the holiday. The employer may require that **the** employee absenting himself on **such** account **shall, prior** to receiving pay for **such** holiday **furnish** a medical certificate **issued by** a **qualified** medical practitioner certifying that the **employee was** unable to work **due to illness**. The **provisions of this paragraph shall apply to one (1) holiday** for one (1) illness, excepting at **Christmas** where it **would be** limited to **two (2) holidays**. **An** employee **who is** required to work **on such** Statutory **Holiday, shall** at the option of **the** Corporation be paid on any of the following alternative **basis**:
 - i. Upon supervisory **scheduling**, employees may be **allowed** to accumulate five (5) **statutory holidays**, namely, **Good Friday, Victoria Day, July 1st, Civic Holiday and Thanksgiving Day**. **These** five (5) accumulated **days** may **be** taken **by** the employee in conjunction with **the** employee's annual vacation, **thereby** giving the employee an additional **one-week's** vacation.

24.03 Payment for Working on a Holiday (i) Full-Time

Where supervisory scheduling does not permit employees to accumulate the above noted statutory holidays and **for any and all** statutory holidays worked and not accumulated, the employee **shall** be paid time and one half for all hours worked in addition to the regular daily rate

(ii) Part Time

If a part time employee is required to work on **any** of the holidays **listed in appendix L 24** the employee shall **be paid** at the rate of time **and** one half (1½) her regular straight time hourly rate for all hours worked on such holiday in addition to any holiday pay **for** which they qualify.

24.04 Payment for Working Overtime on a Holiday
Full-Time

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a **paid** holiday (but not including hours on a subsequently regularly **scheduled** shift) such employee **shall** receive two and one-half (2-1/2) **times his** regular straight time hourly rate **for** such additional authorized overtime.

See the Local Provisions Appendix L24 for more on Paid Holidays.

ARTICLE 25 – VACATIONS

25.01 Entitlement and Calculation of Payment

(i) Full-Time

An employee who **has** completed **less** than one (1) year of continuous **service** as of April 30th shall **be entitled** to two (2) weeks' annual vacation. Payment for **such** vacation **shall be** prorated in accordance with his/her service.

An employee who has completed one (1) year but **less** than two (2) years of continuous **services** as of April 30th shall be entitled to two (2) weeks' annual vacation with pay.

An employee **who has** completed two (2) **years** but less than (5) years of continuous service **as** of April 30th shall be entitled to three (3) **weeks'** annual vacation with pay.

An employee who has **completed five** (5) years **but less** than fifteen (15) **years** of continuous service **as of** April 30th shall be entitled to four (4) **weeks'** annual vacation with **pay**.

An employee who **has** completed fifteen (15) years but **less** than twenty-three (23) **years** of continuous **service** **as** of April 30th shall be entitled to **five** (5) weeks' annual vacation with **pay**.

An employee who **has** completed twenty-three (23) years or more of continuous service **as** of April 30th shall **be** entitled to six (6) weeks annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees' regular straight rate of pay **times** their normal **weekly** hours of work, subject to the application of the Effect of Absence provision.

(ii) Part-Time

A part-time employee who has completed **less** than 3,450 hours of continuous services **as** of May 31st **shall** receive 4% of **gross** earnings.

A part-time employee who **has** completed 3,450 **hours** but **less** than 8,625 hours of continuous **service as** of May 31st shall receive 6% of **gross** earnings.

A part-time employee who has completed 8,625 hours but **less** than 25,875 hours of continuous **service as** of May 31st shall receive 8% of **gross** earnings.

A part-time employee who has completed 25,875 hours but **less** than 39,675 hours of continuous service as of May 31st **shall** receive 10% of **gross** earnings.

A part-time employee who has completed at **least** 39,675 **hours of** continuous **service as of May** 31st shall receive 12% **of gross** earnings.

For the purpose of **this Article**, gross earnings include, in part, percentage in lieu of benefits and **exclude** vacation pay.

Employees **hired prior to** October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

25.02 Approved Leave of Absence During Vacation
Full-Time

Where **an** employee's scheduled vacation is interrupted due to serious **illness**, which either commenced prior to or during the scheduled vacation period, the period of **such** illness shall be considered **sick** leave.

Serious **illness is** defined as an **illness** that requires the employee to receive on-going medical care and/or treatments **resulting** in either hospitalization or **which** would confine **the** employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation that **is** deemed to be **sick** leave under the above provision will not be counted against the employee's vacation credits.

25.03 Vacation Scheduling

See the Local Provisions Appendix L25.

ARTICLE 26 – HEALTH AND INSURED BENEFITS

(Articles 26.01 – 26.04 are applicable to Full-Time Only):

26.01 Insured Benefits

- (a) **The** Hospital agrees to pay one hundred percent (100%) of the billed premium **towards** coverage of eligible employees in the active employ of the Hospital under the Blue **Cross** Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums **towards** coverage of eligible employees in the active employ of the Hospital under the amended Blue **Cross** Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are **paid** by the employee **through payroll** deductions. In addition **to** the standard **benefits, coverage will** include hearing aid allowance (lifetime maximum \$500.00 per individual) and effective April 1, 2002, will include vision care to a maximum of \$150.00 (from ~~90.00~~) every 24 months **and** introduce Generic **Drug** Substitution **unless** medically indicated otherwise.

Existing provisions for private **duty** nursing services contained **in** present extended health care **plans will be amended** to reflect that this benefit is limited ~~to~~ a maximum of ninety (90) eight-hour **shifts in** any calendar year.

- (c) The Hospital agrees to **pay one-hundred** percent (100%) of the billed premium towards coverage of eligible employees in **the** active employ of the Hospital under HOOGLIP or **such** other group life insurance plan currently in effect providing **the** balance of the monthly premium is paid by the employee **through payroll** deduction.
- (d) The **Hospital** agrees to contribute **seventy-five** percent (75%) of the **billed** premiums **towards** coverage of eligible employees in the active employ of the Hospital under the Blue **Cross #9** Dental Plan or comparable coverage with another carrier (**based on the current ODA fee schedule as it may** be updated from time to time) providing the balance of the monthly premium **is** paid by the employee through payroll deduction. Effective April 1, 2002, Dental recall including preventative services ~~is~~ every nine (**9**) months; Blue Cross rider **#2** (or equivalent) [complete and partial **dentures**] at 50/50 co-insurance to \$1000 annual maximum; **and** Blue **Cross** rider **#4** (or equivalent) [crowns, bridgework, and repairs to **same**] at 50/50 co-insurance ~~to~~ \$1000 annual maximum.

26.02 Change of Carrier

The Hospital may **at** any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

26.03 Pension Plan

It **will** be a condition of employment that every employee **participates in the Hospitals** of Ontario Pension Plan in accordance with **its** terms.

The Corporation will contribute for regular full-time employees **as follows**:

- a) to the **Hospitals** of Ontario Pension Plan on **such** as may be, from time to time, determined **by** that Plan;
- b) to the Canada **Pension** Plan an amount required by law

26.04 Benefits on Early Retirement

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

26.05 Benefits for Part-time Employees

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

ARTICLE 27 – INJURY AND DISABILITY

27.01 Workplace Safety and Insurance Injury

(i) Full-Time

In the **case** of an accident that will be compensated by the **Workers' Compensation Board**, the Hospital will pay the employee's **wages** for the day of the accident.

The Employer will provide the Union with a copy of any Form 7 that is filed with the Workers' Compensation Board.

Pursuant **to** the Workplace Safety Insurance legislation, **any** position modified or created to accommodate the return **to** work of an injured employee of the bargaining unit shall not be **posted nor made** available to **any other** employee. Nothing in this clause is intended to **supercede** the layoff and recall language **found** in this collective agreement.

(ii)Part-Time

In the **case** of **an** accident which **will** be compensated **by** the Workers' Compensation Board, the Hospital will **pay** the employee's **wages** for the day of the accident.

The Employer will provide the Union with **a copy** of any Form 7 that is **filed** with the Workers' Compensation Board.

Pursuant **to** the Workplace Safety Insurance legislation, any position modified or created **to** accommodate the return to work of an injured employee of **the** bargaining unit shall not be posted nor made available to any other employee. Nothing in this **clause** is intended to **supercede** the layoff and recall language found in **this** collective agreement.

27.02 Disabled Employees
Full-Time **and** Part-Time

If an employee **becomes** disabled with the **result** that he is unable to carry out the regular functions of his position, the **Hospital** may **establish** a **special** classification and salary with the hope of providing an opportunity of **continued** employment.

27.03 Modified Work
Full-Time **and** Part-Time

See the Local Provisions Appendix L27.

ARTICLE 28 – SICK LEAVE

Full-time Only

28.01 Sick Leave and Long-term Disability

.01 The **Hospital** will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.

- .02 The Hospital will pay seventy-five percent (75%) of the **billed** premium towards coverage of eligible employees **under the** long-term disability portion of the plan (HOODIP or **an** equivalent plan), **the** employee paying the balance of the **billed** premium through payroll deduction. For the purpose of **transfer to** the short-term portion of the disability program, employees on the **payroll as** of the effective date of the transfer with three (3) months or more of service shall be deemed to have three **(3) months** of service. For **the purpose** of transfer **to the** long-term portion of **the** disability program, employees will **be** credited with their actual service.
- .03 Effective January 1, 1983 the existing accumulating sick leave plan shall be terminated **and any** provisions relating **to such plan shall** be null **and void except as** to those provisions relating to payout of **unused sick leave** benefits **which** are specifically dealt **with** hereinafter.
- Existing **sick** leave credits for each employee **shall be** converted to a **sick** leave bank to the credit of the employee at **the** then current **per diem** rate of pay **based** on **his** regular straight time hourly rate. The "**sick leave bank**" **shall be** utilized to supplement **payment for sick leave days** under the new program **or** paragraph 5 below **which would** otherwise **be** at **less than full wages**.
- .04 There **shall** be no **pay** deduction from an employee's regular **scheduled** shift when the employee **has completed any** portion of the shift **prior** to going on **sick** leave benefits or Workplace Safety **and** insurance Benefits.
- .05 The Hospital further agrees to **pay** employees an amount equal to any **loss** of **benefits** under HOODIP for the **first two (2) days** of the fourth and **subsequent** period of **absence in any** calendar year.
- .06 Absences due **to** pregnancy related **illness** shall be considered as **sick** leave under the sick leave plan.
- .07 Unemployment Insurance Rebate
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the **cost** of the benefit improvements contained in **this Agreement**.
- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered **by** the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 Pay for Medical Certificates

The Hospital shall pay the full cost of any medical certificates required of an employee.

.10 Lieu Days while on Sick Leave

Where an employee **is** on **sick** leave the Hospital will not schedule a **lieu** day. A **lieu day scheduled** prior to the commencement of the **paid sick** leave **shall** remain **as** scheduled.

28.02 Workplace Safety and Insurance **Benefits** and **Sick** Leave

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

ARTICLE 29 - COMPENSATION

29.01 Experience Pay
Full-Time **and** Part-Time

An employee hired **by** the Hospital with recent and related experience, may claim at the time of hiring on a form **supplied by** the Hospital consideration for **such** experience. **Any such** claim shall be accompanied **by** verification of previously related experience. The Hospital **shall** then evaluate such experience during the probationary period. Where, in the Hospital's opinion **such** experience is relevant, the employee **shall be** slotted in that **step** of the **wage** progression consistent with **one** (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of **the** wage schedule of the Collective Agreement.

29.02 Promotion to a Higher Classification
Full-time **and** Part-time

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

29.03 Temporary Transfer
Full-time **and** Part-time

When an employee **is assigned** temporarily to perform the duties **and** assume the responsibilities of a higher paying position in the bargaining unit, for a period in **excess** of one-half of a **shift**, he **shall be paid the** rate immediately **above his** current rate in the higher classification to **which he was** assigned from the commencement of **the** shift **on** which he was assigned the job,

29.04 Job Classification
Full-time and Part-time

- a) When a new classification (which is **covered** by the terms of **this** Collective Agreement) **is** established by the Hospital, the Hospital **shall** determine the **rate** of pay for **such** new classification and notify the local union of the same within seven (7) **days**. If the local union **challenges** the rate, it **shall** have *the* **right** to request a **meeting with the** Hospital to **endeavor to** negotiate a mutually satisfactory **rate**. Such request **will be made** within ten (10) **days after** the receipt of notice from the Hospital of **such new** occupational **classification and** rate. **Any** change mutually **agreed to** resulting from such meeting shall be retroactive to the **date** that notice of the **new rate was** given by the Hospital. If **the parties** are unable to agree, the **dispute** concerning the new rate may be **submitted** to arbitration **as provided** in the Agreement within fifteen **(15) days of such** meeting. The decision of the Board of Arbitration (or Arbitrator **as the case may be**) **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.
- b) When the Hospital makes a substantial change during the term of this agreement in the job content of an **existing classification** which in reality **causes such** classification to become a new classification, the Hospital **agrees** to meet with the Union, to permit the Union **to** make representation with respect to the **appropriate** rate of pay.

- c) If *the* matter is not resolved following the meeting with the Union the matter may be referred to arbitration **as** provided in the Agreement within fifteen (15) **days** of **such** meeting. The decision of the Arbitrator **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 classifications.
- d) The parties further agree that any change mutually agreed to or awarded **as a result** of arbitration **shall** be retroactive only to the date that the Union raised the issue with the Hospital.

29.05 Progression on the Wage Grid Part-time Only

Collective Agreements currently containing a part-time wage grid shall continue **such** wage grids in effect. Effective October 10, 1986 employee **shall progress** on **such grid** on the **basis that 1725 hours worked equals** one (1) year of service.

Where, however, part-time employees are on a **single** rate structure, the full-time wage grid **shall apply and** progression through the grid shall be in accordance with **the** foregoing.

Employees **hired** prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

The Hospital **and** Union agree that **the** cost of printing the collective agreements will be shared equally between the **parties**. The **Union will** be responsible for having the collective agreements printed in booklet format within ~~sixty~~ (60) days of **its signing** by both **parties**.

ARTICLE 31 – GENERAL

See Local Provisions Appendix L 31

ARTICLE 32 – RETROACTIVITY

32.01 Retroactivity

Retroactive pay will be paid **on** a separate cheque where the existing payroll system allows. Where the existing payroll **system** does not allow **for** such

separate cheque, the Hospital will **supply** the employee with a detailed explanation of the retroactive **pay** calculations.

Retroactivity will **be paid** for all **hours** paid by the Employer to all eligible employees **on** the payroll **as of** the expiry date of the agreement and **to** all new **such employees hired** since that date. Retroactivity will be paid within 90 **days of** the date of **this** agreement.

The new **rates** shall **be** implemented no later than 2 **pay** periods (bi-weekly) from the date of **this** agreement.

If an eligible employee shall have terminated his/her employment since the expiry date of the agreement, the Employer **shall advise** the employee within 30 **days by** notice in writing **by** registered mail to the last known **address on the records of** the employer **and** the employee **shall** have 60 **days** from the **posting** within which to claim any payment **due to** him/her. Retroactivity will **be paid** within two **pay periods** (bi-weekly) of the employee making **such** claim.

ARTICLE 33 – DURATION

33.01 Renewal

If either party **desires to** terminate or amend **this** Agreement as of **midnight** on the 10th day of October, 2004 **it shall not less than 30 days** and not more than 90 days next proceeding the expiry date **give** written notice to the other of **such** notice of **termination**.

33.02 Term

This Agreement shall continue in effect until October 10th, 2004 and shall remain in effect from **year** to year thereafter **unless** either **party gives** the other party written notice of **termination** or desire **to** amend the Agreement. In **all** respects, the notice provisions relating to the renewal of the collective agreement shall continue in effect.

APPENDIX "A"

SIGNED AT _____ THIS _____ DAY OF
_____, 2002.

FOR THE PARTICIPATING HOSPITALS

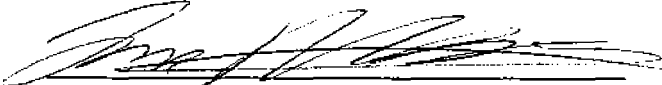
Paul Paradis

Doug Demeo

Jody McKie

Laurie Richer

FOR THE UNION



Tom Murphy

Andy Savela

Rick Skribka

Cindy Landgraff

Janet Long

Teryl Cocks



Gary Muzyka

Rick Trombley

Katha Fortier

Stephanie Jean

Alice Popowski

APPENDIX "A" (CONT'D)

Jim Del Bianco

Amy Rubino

Janice Carr

Laurie Lessard

Roch Boucher

Kerry Papineau

Connie Doucette

Letter of Understanding

Between

Participating **Hospitals**

And

CAW


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** who **is** regulated under RHPA), a women **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**.

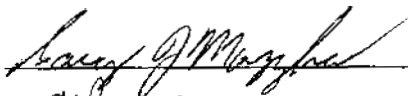
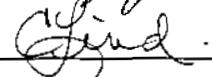
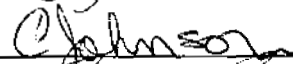
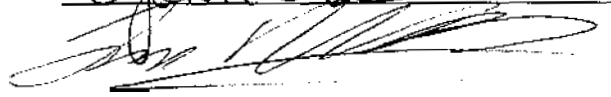
The Employer and the Union will treat ~~such~~ information in a confidential manner **unless** required **by** law to report.

DATED this 28th day of FEB., 2007³.

FOR THE HOSPITALS



FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE PARTICIPATING HOSPITALS
AND
CAW

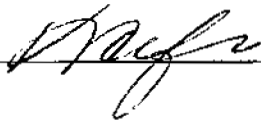
Re: Roster of Arbitrators

The parties hereby agree that a mutually agreed upon roster of at **least 6** arbitrators will be reached at each Hospital with its local for the **purpose** of referring grievances to **arbitration** which deal with the following **issues**:

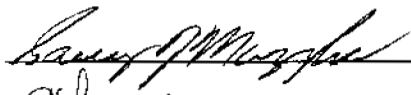
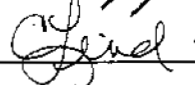
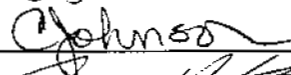
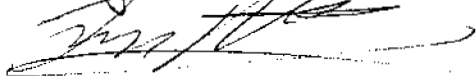
- **Job Postings**
- **Discipline & Discharge**
- **Scheduling issues**
- Entitlement to leaves, **including** vacation
- Any other issue mutually agreed upon by the parties

Dated this 28th day of FEBRUARY, 200~~2~~³

FOR THE HOSPITALS



FOR THE UNION


Letter of Understanding
Between
The Participating Hospitals
And
CAW

RE: Filling of Positions under the Job Posting Procedure



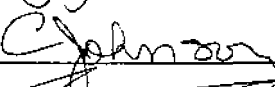

Where the Hospital is unable to transfer a **new** employee selected in accordance with **Article 18** within 30 calendar **days** of being **awarded** the position, the Union Chairperson **shall** be notified of the **reasons** for the **delay**.

Dated this 28th day of FEBRUARY, 2007.

For the Hospitals



For the Union

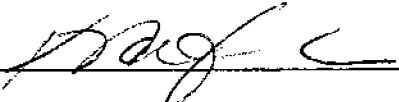





Letter of Understanding
Between
The Participating Hospitals
And
CAW

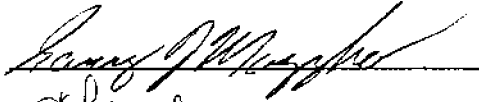
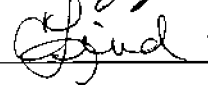
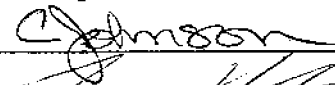
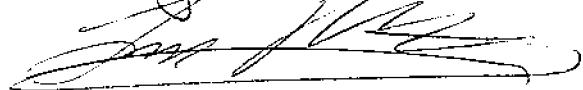
The parties agree to a joint implementation and collective agreement formatting sub-committee. The committee **shall** be **made up** of two representatives of the **Hospitals** and two **representatives of** the Union. The committee **would** meet to **finalize the** content and format of **each** collective agreement **arising** out of the **Master Bargaining process** between the Participating Hospitals **and** the **CAW**. The committee **shall also** work to **resolve** any implementation **issues** that may **arise** during the construction of the collective agreements.

Dated this 28th day of FEBRUARY, 200³7.

For the Hospitals



For the Union

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ARTICLE L25: VACATION SCHEDULING	L11
ARTICLE L27: MODIFIED WORK	L11
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ARTICLE L 2 SCOPE & RECOGNITION

L-2.01 Scope And Recognition

Part-time only:

- (a) The Corporation recognizes the National Automobile, **Aerospace**, Transportation and General Workers' Union of Canada (CAW-Canada) for the duration of this Agreement as the exclusive bargaining agent of all part time **employees** of the Atikokan General Hospital at Atikokan Ontario who are employed **part** time for not more than twenty-four (24) hours per week **save and except professional staff, graduate pharmacists, under-graduate pharmacists**, graduate dietitians, student dietitians, technical personnel, supervisors, foreman, persons above the rank of **supervisor** or foreman, chief engineer, stationary engineer, office **staff** and **students** hired for the school vacation period.
- (b) **Technical Notes:** The term "technical personnel" comprises physiotherapists, occupational therapists, **psychologists**, **electroencephalographers**, electrical **shock** therapists, laboratory, radiological, pathological and cardiological technicians.

L-2.02 Scope And Recognition

Full-time Only:

- (a) The Corporation recognizes the for **the** National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) for the duration of this Agreement **as the sole and** exclusive bargaining agent of all employees of Atikokan General Hospital at **its hospital at Atikokan** **save** and except professional medical **staff, graduate** nursing staff, undergraduate nurses, graduate pharmacists, **undergraduate** pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foreman, persons above the rank of **supervisor or** foreman, chief engineer, stationary engineer, office staff, persons employed for not more than 24 **hours** per week, and **students** hired for the school vacation period.
- (b) **Technical Notes:** The term "technical personnel" comprises physiotherapists, occupational therapists, psychologists, **electroencephalographers**, electrical **shock** therapists, laboratory, radiological, pathological and cardiological technicians.

ARTICLE L 3 MANAGEMENT RIGHTS

L-3.01 Rights of the Corporation

Full & Part Time:

The Union acknowledges that **it is** the exclusive function of the Corporation:

- a) to maintain order, discipline, and efficiency **and** to establish and from time to time **alter rules and** regulations to be **observed by employees** after reasonable notice of such alterations in the rules **and** regulations has been given to the Union Committee, **to decide on** the number of employees **needed by** the Corporation **at ant** time, and to **decide to use improved** or changed methods **and** equipment;
- b) to hire, transfer, promote, demote, lay-off, recall, **assign duties**, and **to suspend, discipline, or discharge** any employee **for just** cause, provided **that** a claim that an employee **has been unjustly discharged or disciplined** may be the **subject** of a grievance **and** dealt with **under** Article 11 of **this** Agreement.

ARTICLE L 4 DEFINITIONS

L-4.01 Temporary employees

Full & Part time:

Employees may **be** hired for a specified term, not **to** exceed **six (6)** months, to replace an employee **on** leave or **to perform** a special non-recurring **task**. This term may be extended **for** a further **six (6)** month **intervals** on mutual agreement of the **Union**, employee and **the Hospital** or by the Hospital on **its** own up **to** twelve (12) months where the leave **of** the person being replaced extends that far.

The **period** of employment of such **persons** will not exceed the absentee's leave.

The release or discharge of **such persons shall** not be the subject of a grievance or arbitration.

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

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

L-4.02 Definition of Employee:

- a) "Employee" shall include only such persons coming within the scope of the bargaining unit **described** in Article L2.
- b) "Regular Part Time Employee" is an employee who makes a predetermined commitment to work **up** to twenty-four (24) hours per week in accordance with **Article L 20** of this agreement.
- c) "Student Employee" ~~is~~ a student employed with the Hospital from about **May** to September each year, and who indicates she will **return** to school in September.
- d) "Administrator" shall mean the Executive Director or his appointee of the **Atikokan General Hospital**.

ARTICLE L 5 UNION SECURITY

L-5.05 Seniority Lists

Full time only:

Employee **Lists**: Upon the **signing** of the Agreement the Corporation will furnish the Union with a **copy** of the employee's seniority **list** and **revised** copies will be **posted** and **supplied at least at** 6-month intervals thereafter. No objection **may** be taken by the Union **unless** notice of objection **is** given by the Union to the Hospital within one month after the Union **has been** furnished with the seniority list in which the item first appeared.

L-5.05 Seniority Lists

Part time only

Employee Lists: A seniority list for **part** time employees covered by this agreement indicating total hours worked shall be posted within two months of the signing of this Agreement, and in January of each year thereafter.

L-5.06 Bulletin Boards

Full & Part time:

- (a) Bulletin Boards: The Hospital **shall** provide a Union Bulletin Board in a suitable location.
- (b) The Union shall have the right to post notices of meetings **and** such notices **as** may be of interest *to* the employees **on such** bulletin board provided **that** all **such** notices are **submitted** to the Administrator for approval before **posting**. All out-dated **notices shall be removed by** the Union forthwith.

ARTICLE L 9 COMMITTEE NUMBERS

Full & Part time:

L-9.02 Grievance Committee – three **(3) members**

L-9.03 Union Stewards - **#** not defined

L-9.05 **Local** Negotiating Committee – Three **(3) members**

ARTICLE L 13 SENIORITY

L-13.08 Transfer at the Request of Employee

Full & Part time:

- (a) *If* an employee **at his** own request or to avoid being laid-off **is** transferred to another **classification**, the employee **shall** immediately be **paid** the starting rate fur the classification **to** which the employee **is** transferred **and shall progress** within the **scale** for that classification according to the **length** of service within that classification, subsequent to the **date** of the transfer.
- (b) If an employee, having at least twelve (12) months seniority, at **his** own **request** or to avoid being laid off **is** transferred to another classification of equal or lower **pay**, the employee will **start** in the new classification at not **less than** the one year rate.

ARTICLE L 19 LEAVE OF ABSENCE

L-19.03 Jury Witness Duty

Part time only:

- a) **If** an employee is required to **serve as** a juror in any Court of Law, or **is** required to attend **as** a witness in a court proceeding **in**

which the Crown **is** a party, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case **arising** from the employee's **duties** at the hospital, the employee **shall** not lose regular **pay because** of **such** attendance provided that the employee:

- i) Notifies the Hospital immediately **on** the employee's notification that he **will** be required to attend at court;
- ii) Presents proof of services requiring the employee's attendance
- iii) **Deposits** with the hospital the full amount of compensation received **excluding** mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required **by** subpoena **to attend** a Court of Law or Coroner's Inquest in connection with a case arising from the employee's **duties** at the hospital **on his** regularly **scheduled day** off, the Hospital will attempt to **re-schedule the** employee's regular **day** off it being understood that **any re-scheduling shall** not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result he is required to attend **on a** regular day off, he shall be **paid for** all hours actually **spent** at such hearing at the rate of time and one half **his** regular straight time hourly **rate subject** to (a), (b) and (c) above.

L-19.06 Union Leave
Full & Part time:

Union Leave - maximum ten (10) days of leave *per* contract year

ARTICLE L 20 HOURS OF WORK

L-20.05 Weekends off
Full time only:

In scheduling shifts the Hospital will endeavour to arrange **schedules** so as to provide a minimum of eight (8) weekends off in every twenty-four (24) week **period**, and, in any event, at least one weekend off in each three-week period. Where a weekend off is not granted within a three-week period, time worked on such third weekend but not subsequent weekends **shall be paid** at the rate of time and one half **unless** the **Hospital** notwithstanding **its best** efforts was unable to meet **this** standard. This standard shall not apply where:

- I. Such weekend work was performed by the employee to satisfy specific **days** off requested by **such** employee; **or**
- II. Such employee **has** requested weekend work, or was advised at the time of hire or when the **job was** posted that the regular schedule normally requires continuous weekend work; or
- iii. Such weekend **is worked** as a result of **an exchange** of **shifts** with another employee; or
- iv. The Hospital **is** unable to comply due to a prohibition **against** scheduling split **days** off.

It is understood and agreed that there shall be no **pyramiding** of overtime **premiums** under the provision of the collective agreement **arising** out of the foregoing **undertaking**.

The foregoing shall have no application where other scheduling **arrangements are** provided acceptable to the Employer **and** the **employees** affected and **approved by** the Union.

L-20.06 Scheduling

Full time only:

Four-week **schedules** for work **shall** be **posted** not later than 2 weeks in advance **of** the commencement of the **schedule**. **Requests** for **specific days** off are to be submitted in writing at least **2 weeks** in advance.

A schedule may be established to **provide** for more than 5 consecutive **days** of work, but not more than 7 consecutive **days** of work without **2 days** off and as long **as 10 days** off are scheduled in a 5 week rotation **period** except in the **cases** of emergency or requested for the convenience of the employee with the approval of the Department **Head**.

The Hospital will provide a minimum of twenty-four (24) **hours** of any scheduled shift change to all effected employees.

L-20.07 Scheduling

Part time only:

Part time employees will not normally be scheduled for more than seven **(7) consecutive days**, subject to the exigencies of patient care including staff shortages.

The Hospital will provide a minimum of twenty-four **(24)** hours of any scheduled shift change *to* all effected employees.

L-20.08 Exchange of Shifts
Full & Part time:

- a) No employee shall exchange *all or* any part of his shift with another employee without first obtaining **approval** from **his** supervisor.
- b) Requests for change in **posted** time schedules **must** be submitted in **writing** and co-signed **by** an employee willing to exchange days off with the employee **in** the same **classification** requesting **the** change. Any such change in a **scheduled** shift initiated **by** the employee and approved by the Employer **shall** not result **in** overtime payment.

L-20.09 Scheduling – Sick Call – in
Full time only:

Should a C.A.W. member call in **sick**, another C.A.W. member **must** replace that **person**.

L-20.10 Scheduling Overtime
Full time only:

Overtime **shifts** to be scheduled by seniority rotation.

L-20.11 Christmas & New Years Schedule
Full time only:

The Hospital will **schedule** employees *off* work for not **less** than three **(3)** consecutive days **at** either Christmas or New Year's. The Hospital will endeavour to give Christmas **Eve** off with Christmas day and New Year's Eve off with New Year's Day.

Employees who normally work Monday to Friday will have the option to request to make alternative arrangements for time off at Christmas and New Years in accordance **with past** practise.

L-20.12 Christmas & New Years Schedule
Part time only:

The Hospital will endeavour to schedule part time employees off work for not **less** than three **(3)** consecutive days at either Christmas or New Year's.

L-20.13 Commitment of Regular Part Time RPN and HCA
Part time only:

A regular **part** time RPN and HCA must make the following commitment to be available to work **on** a regular predetermined **basis as** referred to in Article L 4 of **the** collective agreement **and subject** to the provisions **as** determined by Article 20 – Hours of Work:

- a) At least two **(2) weekends** in three **(3)**
- b) At least **two (2) shifts** per week
- c) *Over* either Christmas or New Years
- d) During eleven (11) months of the year when not on vacation or **approved** leave
- e) **On** four **(4) paid holidays** *in* addition to either Christmas or New **Years**

ARTICLE L 21 PREMIUM PAYMENT

L-21.11 Ambulance Escort
Full & Part time:

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

- a) Where such **duties** extend beyond her **regular shift**, the **hospital will** not require an employee to return to regular **duties** at the **Hospital** without **at least eight (8) hours of time off**. Where **such** time off extends into her **next** regularly **scheduled shift she will** maintain her regular earnings **for** that full **shift**.
- b) Hours spent between the time **the employee is** relieved of patient care responsibilities and the time the employee returns to the Hospital or to such other location agreed upon between the **hospital** and the employee will be paid **at** straight time or at appropriate overtime rates, if applicable under Article 21.02. **It is understood** that the employee shall return to the Hospital or to **such** other location **agreed** upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, **or at such other time as** may be mutually agreed **upon between the Hospital and the employee**, the Hospital will establish with the employee arrangements for return travel.

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

ARTICLE L 24 PAID HOLIDAYS

L-24.01 Paid Holidays

a) Full-time only:

The Corporation recognizes the following days as **paid** holidays:

New Year's Day	Good Friday
Victoria Day	July 1 st
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day (Dec. 26 th)
Remembrance Day	Third Monday in February
1 st Friday in June	
Civic Holiday (1 st Monday in August)	

L-24.01 Paid Holidays

b) Part-time only:

The following twelve (12) holidays shall be recognized:

New Year's Day	Good Friday
Victoria Day	July 1st
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day (Dec. 26 th)
Remembrance Day	Third Monday in February
1 st Friday in June	
Civic Holiday (1 st Monday in <i>August</i>)	

ARTICLE L 25 VACATION SCHEDULING

NO PROVISIONS

ARTICLE L 27 MODIFIED WORK

NO PROVISION

ARTICLE L 28 SICK LEAVE

L-28.01 When on Sick Leave

Full time only:

Employees on **sick** leave **shall** maintain an ongoing liaison with the Hospital and confirm their date of return to work from **such sick** leave with the Hospital to the extent **necessary** to accommodate scheduling arrangements.

ARTICLE L 29 COMPENSATION

L-29.06 Payment of Wages

Full & Part time:

The Corporation **agrees** that **wages shall** be paid bi-weekly on Thursday.

ARTICLE L 31 GENERAL ARTICLE

L-31.01 General Clause

Full & Part time:

The Corporation will continue to establish and maintain conditions of employment **superior to** minimum conditions established herein whenever **possible and will** continue to **reward** employees for **ability** and faithful service by the payment of **salaries in excess** of the minimum **established** herein *if possible*.

L-31.02 Physical Examinations

Full & Part time:

Employees shall be **required** to undergo routine medical examinations from time to time as designated **by** the Corporation **such** examinations to **be** conducted by a physician appointed by the Corporation and at **its** expense.

L-31.03 Notice of Termination

Full & Part time:

Every employee shall give at least one week's notice of termination **or shall pay two (2)days'** earnings for failure to give such notice of termination.

The Corporation shall give one week's notice of termination of employment or shall pay one week's **wages** in lieu of notice, except in **cases** of dismissal for cause or of termination during probationary period. The Corporation may compulsorily retire an employee in accordance with the Ontario **Hospital** Association Pension Plan **and no** grievance may **be lodged in** connection therewith.

L-31.04 Prohibition of Union Activity

Full & Part time:

The Union **agrees** that neither **it**, nor **its officers**, agents, representatives and members, will engage in Union activities on Corporation **time** or **on** Corporation property **except** as authorized by **this** agreement.

LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

RE: LIABILITY INSURANCE


Upon request of the Local Union, **and** with reasonable notice, **the Hospital** will **provide** a union representative the opportunity to read the **provisions** of the insurance policy or **policies as to** employee **liability** insurance coverage for the classifications of employees represented by *the* Union.

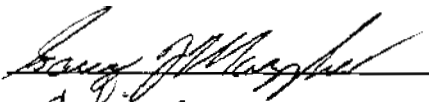
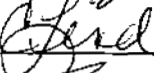

Effective Date: Effective upon the signing of this letter of understanding.

Dated at ATIKOKAN this 28th day of FEBRUARY,
2003

Atikokan General Hospital

C.A.W. Local 229



LETTER OF UNDERSTANDING
BETWEEN
THE PARTICIPATING HOSPITALS
AND
CAW

Re: Roster of Arbitrators


The **parties hereby** mutually agree upon the **roster of six (6)** arbitrators as submitted:

Gerald Charney
Gail Brent
Wes Rayner

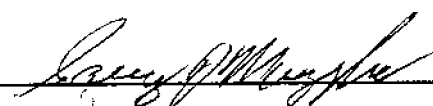


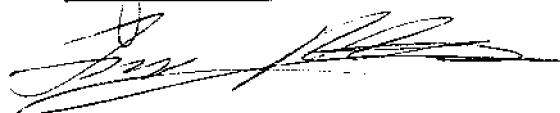
Jane Devlin
Victor Solomatenko
Bill Kaplan

Dated this 28th day of FEBRUARY, 2003

For the Hospital



For the Union

LETTER ~~OF~~ UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

**Regarding Premium Pay for RPN
Working in the Extended Care Wing**

The following will be appended to and form part of the Collective Agreement:

Objective: To compensate one RPN in the extended care wing 50¢ per hour as a "team leader" when an RN is not directly working in that specified area on the evening and night shift.


Condition:

1. Premium will not form part of the employee's straight time hourly rate.
2. RPN continues to report to the RN on the active wing who is ultimately responsible for the hospital on evening and night shift.
3. Option of hospital to employ an RN in the extended care wing at which time such RN will be designated "Team Leader".


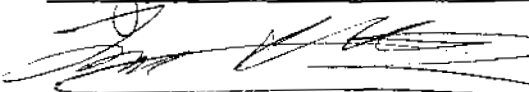
Effective Date: Effective upon the signing of this letter of understanding.

Dated at ATIKOKAN this 28th day of FEBRUARY,
2003

Atikokan General Hospital



C.A.W. Local 229


Gind.
Johnson


LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

The parties agree to the following **terms and conditions that will govern the scheduling of Paramedics (EMCA's, EMA's) working EXTENDED TOURS of 12 hr. shifts.**

1. Introduction and Discontinuation Language:

- a. **A compressed work week shall be introduced into any unit when:**
 - i. **One hundred percent (100%) of the Paramedics so indicate by secret ballot:**
 - ii. **The Hospital agrees to implement the compressed workweek; such agreement shall not be withheld in an unreasonable or arbitrary manner.**
- b. **A compressed work week may be discontinued in any unit when:**
 - i. **Fifty percent (50%) plus one of the Paramedics in the unit so indicate by secret ballot; or**
 - ii. **The Hospital because of**
 - 1. **Adverse effects on patient care, or**
 - 2. **Inability to provide a workable staffing schedule, or**
 - 3. **Financial constraints**
 - 4. **A wish to do so for other reasons which are neither unreasonable nor arbitrary**

States its intention in writing to the Union to discontinue the compressed workweek.

- c. **When notice of discontinuation is given by either party in accordance with paragraph (b) above:**
 - i. **The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and**
 - ii. **Where it is determined that the compressed workweek will be discontinued, affected Paramedics shall be given forty-five (45) days' notice before the schedules are so amended.**

2. Trial Period

The parties agree that a trial period for the **compressed** workweek will be no longer **than six (6) months**. During **or** before the end of the trial **period**, the two **parties** will evaluate the **schedule and** the system. The compressed workweek will be **continued if** one-hundred percent (100%) of the Paramedics affected **so** indicate by secret ballot **cast** at the end of the trial period **and upon** agreement of the Hospital; such agreement shall not be withheld in an unreasonable or **arbitrary** manner.

3. Participation

All full-time and part-time Paramedics falling within the bargaining **units** will, as a condition of employment, be required to work extended tours **on** a rotating basis in accordance with **the unit's posted schedules**.

4. Hours of Work

Normal **hours will be** from:

- a. Dayshift – 0700 hr to 1900 hr
- b. Nightshift – 1900 hr to 0700 hr

All employees will work the additional one-half (1/2) of **an** hour during an eight (8) hour shift and the additional threequarters (3/4) of an hour **during** a twelve (12) hour shift at straight time.

The **starting and stopping times of** the tours may **be amended by** mutual **agreement between** the parties.

5. Meal and Rest Periods

Normally the meal and **rest** periods will be scheduled **as** follows:

Two (2) fifteen (15) minute paid rest periods and two (2) thirty (30) minute paid meal **periods**

6. Scheduling – 12 hr Shifts:

The following regulations shall govern the scheduling of work for Paramedics working a compressed workweek:

- a. The Employer shall **schedule** each full-time Paramedic two weekends off an eight-week period, however **this will be increased** to three **weekends** off in **an** eight-week period if a mutually agreeable **schedule is** developed.

- b. Paramedics will not **be required** to work more than four (4) consecutive **tours, unless** otherwise mutually agreed to between the employer and the employee.
- c. All other **scheduling regulations** that **apply** to **Paramedics** working the **regular tour** as provided in Article 20 of the Collective Agreement.

7. The probationary period: **will be** 337.5 hours.

8. Overtime: **Employees** will be paid only after (12)hours per day for all staff or after three hundred and thirty – six (336) hours in an **eight (8)**-week scheduling period.

9. Sick Leave: For the **purposes** of HOODIP, an employee working **extended** tours shall be paid in **accordance** with seniority for 562.5 hours, which is equivalent to 15 weeks as per Article 28.

10. Paid Holiday: **Employees** who work on a paid holiday will be paid time and one half for hours worked on that day and full-time employees will receive a **lieu day**, paid at **eight (8)** hours.

11. Vacations: **Employees'** vacation allotment shall be converted to hours and shall follow the terms of Article 25. However, the vacation period shall be the same as Article 25.

12. Bereavement Leave: **Employees** shall be entitled to three days off and shall be paid **eight (8)** hour or the equivalent of two (2) 12-hour shifts.

13. Jury and Witness Duty: **Employees** shall be paid at (12) hours in accordance with Article 19.03.

14. Shift/Weekend Premium: **Employees** shall be paid in accordance with Article 21.06.

SIGNED THIS 28th DAY OF FEBRUARY 2003.

HOSPITAL
FOR THE ~~CAW~~ UNION:

Union Tim
FOR THE HOSPITAL:

[Signature]
[Signature]
[Signature]

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

LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

The parties agree to the following terms and conditions that will govern the scheduling of Health Care Aids (HCA's) working **EXTENDED TOURS of 12 hr. shifts.**

1. Introduction and Discontinuation Language:

a. A compressed workweek shall be introduced into any unit when:

- i. One-hundred percent (100%) of the employee so indicate by signing a letter of agreement; and
- ii. The Hospital agrees to implement the compressed workweek. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

b. A compressed workweek may be discontinued in any unit when:

- i. Fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
- ii. The Hospital because of
 1. Adverse effects on patient care, or
 2. Inability to provide a workable staffing schedule, or
 3. Financial constraints
 4. A wish to do so for other reasons which are neither unreasonable nor arbitrary.

states its intention in writing to the Union to discontinue the compressed workweek.

c. When notice of discontinuation is given by either party in accordance with paragraph (b) above:

- i. The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii. Where it is determined that the compressed workweek will be discontinued, affected employees shall be given forty-five (45) days' notice before the schedules are so amended.

2. Trial Period

The parties agree that a trial period for the compressed workweek will be no longer than six (6) months. During or before the end of the trial period, the schedule and they system will be evaluated by nursing administration, the Registered Practical

Nurses and Health Care Aides. The **compressed** workweek will **be** continued if one-hundred percent (100%) of the **Registered** Practical Nurses affected so indicate by **secret ballot cast** at the **end of the trial period and upon agreement of the Hospital**. Such agreement **shall not be withheld in an unreasonable or arbitrary manner**.

3. Participation

All full-time Registered Practical Nurses falling within the bargaining units will, as a **condition** of employment, **be required to work extended tours on a rotating basis** in accordance with the unit's posted **schedules**.

4. Hours of Work

Normal hours on the nursing floor will **be** from 0715 to 1915 and 1915 to 0715. **Should a seven and one-half hour tour be scheduled, the normal tour hours will be:**

0715 – 1515
1515 – 2315
2315 – 0715

There is a four (4) hour evening shift from 1515 to 1915 and/or 1915 to 2315. The starting and stopping times of the tours may be amended by mutual agreement between the parties.

5. Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows:

Two (2) fifteen (15) minute paid rest periods; and

Two (2) thirty (30) minute meal periods of which forty-five (45) minutes is unpaid.

Employees working four (4) hour shifts will receive a paid fifteen (15) minutes coffee break.

6. Scheduling— 12 Hour Shifts

The following regulations shall govern the scheduling of work for Employees working a compressed workweek:

- a. The Employer shall schedule each full-time Employees **two weekends** off in an **eight week period**, however this will be increased to **three weekends** off in an eight week period if a mutually **agreeable schedule is developed**;
- b. Employees **will not be required** to work **more** than three (3) consecutive tours, unless otherwise **mutually agreed to** between the employer and the employee;
- c. **The Hospital will endeavour to provide that a employees who normally rotates shall be scheduled to work at least fifty percent (50%) of her work tours on day shift averaged over an eight (8) week period;**

d. All other scheduling regulations that apply to employees working the regular daily tour as provided in Article 20 of the Collective Agreement.

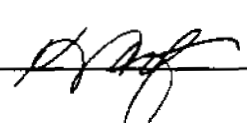
7. The probationary period will be 337.5 hours.
8. Overtime will be paid only after 11.25 hours per day for full-time staff (or 300 hours in an 8 week period). Part-time employees who continue to regularly work 7.5-hour shifts shall receive overtime in accordance with Article 21 of the Collective Agreement.
9. Sick Leave – For the purpose of HOODIP, an employee working extended tours shall be paid in accordance with seniority for 562.5 hours.
10. Paid Holiday – Employees who work on a paid holiday will be paid time and a half for hours worked on that day and full-time employees will receive a lieu day, paid at 7.5 hours.
11. Vacations – Vacation allotment shall be converted to hours and shall follow the terms of Article 25. However, the vacation period shall be the same as Article 25.
12. Bereavement Leave – Shall be paid as three (3) 7.5-hour shifts or two (2) 11.25-hour scheduled shifts.
13. Jury and Witness Duty – Shall be paid at 11.25 hours in accordance with Article 19.03.
14. Shift Premium – Shall be paid in accordance with Article 21.06 for all hours worked from 1515 to 0715.

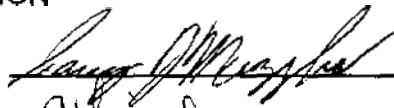
Shift premium will also be paid for all hours worked on the 12-hour night shift commencing at 1845 hours and for the last three (3) hours of the 12-hour day shift that commences at 0645.

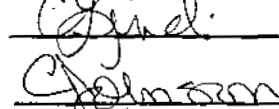
SIGNED THIS 28th DAY OF FEBRUARY 2003.

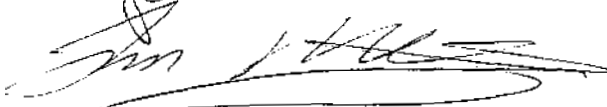
FOR THE HOSPITAL

FOR THE UNION









LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

The **parties agree to** the following terms and **conditions** that will govern the scheduling of Registered Practical Nurses (RPN's) working **EXTENDED TOURS of 12 hr. shifts.**

1. Introduction and Discontinuation Language:

a. A compressed workweek shall be introduced into any unit when:

- i. One-hundred percent (100%) of the employee so indicate by signing a letter of agreement; **and**
- ii. The Hospital **agrees to** implement the **compressed workweek. Such** agreement shall not be withheld in an unreasonable or arbitrary manner.

b. A compressed workweek may be discontinued in any unit when:

- i. Fifty percent (50%) of the employees in the unit so indicate by **secret ballot; or**
- ii. The Hospital because of
 1. Adverse effects on patient care, or
 2. Inability to provide a workable staffing schedule, or
 3. Financial constraints
 4. A wish **to do so for** other **reasons** which are **neither** unreasonable nor arbitrary.

states its intention in writing to **the** Union to discontinue the compressed workweek.

c. When notice of discontinuation is given by either party in accordance with paragraph (b) **above:**

- i. **The** parties shall meet within **two** (2) weeks of the giving of notice to review the **request** for discontinuation; **and**
- ii. Where it is determined that the compressed workweek will be discontinued, affected employees shall **be given** forty-five (45) days' notice before the schedules **are so amended.**

2. Trial Period

The **parties agree** that a **trial** period for the **compressed workweek** will be no longer than six (6) **months.** During or **before the** end of the trial **period, the schedule and they system** will **be** evaluated by nursing administration, the Registered Practical Nurses and Health Care Aides. The compressed workweek

will **be continued** if one hundred percent (100%) of the **Registered Practical Nurses** affected **so indicate by secret ballot cast** at the end of the trial **period and** upon **agreement** of **the Hospital**. Such agreement **shall not be withheld** in an unreasonable or arbitrary manner.

3. Participation

All full-time **Registered Practical Nurses** falling within the bargaining units will, as a condition of employment, **be required** to work **extended** tours on a rotating **basis** in accordance with **the unit's posted schedules**.

4. Hours of Work

Normal hours on the nursing floor will be from 0715 to 1915 and 1915 to 0715. **Should a seven and one-half hour tour** be scheduled, the normal tour hours will be:

0715 – 1515
1515 – 2315
2315 – 0715

There is a four (4) hour evening shift from 1515 to 1915 and/or 1915 to 2315. The starting and stopping times of the tours may be amended by mutual agreement between the parties.

5. Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows:

Two (2) fifteen (15) minute paid rest periods; and

Two (2) thirty (30) minute meal periods of which forty-five (45) minutes is unpaid.

Employees working four (4) hour shifts will receive a paid fifteen (15) minutes coffee break.

6. Scheduling – 12 Hour Shifts

The following regulations shall govern the scheduling of work for Employees working a compressed workweek:

- d. The Employer shall **schedule** each full-time Employees *two weekends* off in an eight week period, however **this will be increased** to three weekends off in an eight week period if a mutually agreeable schedule is developed;
- e. **Employees will not be** required to work more than three (3) consecutive tours, **unless** otherwise mutually agreed to between the employer and the employee;
- f. The Hospital will endeavour to provide that a employees who normally rotates shall be scheduled to work at least fifty percent (50%) of her work tours on day shift averaged over an eight (8) week period;

g. All other **scheduling regulations that apply** to employees working the **regular daily tour as** provided in **Article 20** of the Collective Agreement.

7. The probationary period will **be** 337.5 hours,
8. Overtime will **be paid** only **after 11.25** hours per day for full-time staff (or 300 hours in an 8 week **period**). ~~Part-time~~ **employees** who continue to regularly work 7.5-hour shifts **shall receive** overtime **in** accordance **with** Article 21 of the Collective Agreement.
9. **Sick Leave** – For the **purpose** of HOODIP, an **employee** working **extended** tours shall **be paid in** accordance with seniority for **562.5** hours.
10. **Paid Holiday** – **Employees who work on a paid holiday will be paid time and a half for hours worked on that day and full-time employees will receive a lieu day, paid at 7.5 hours.**
11. **Vacations** – Vacation **allotment shall be converted to hours and shall follow the terms of Article 25. However, the vacation period shall be the same as Article 25.**
12. **Bereavement Leave** – Shall be paid as three (3) 7.5-hour shifts or two (2) 11.25-hour scheduled shifts.
13. **Jury and Witness Duty** – **Shall be paid at 11.25** hours in accordance with Article 19.03.
14. **Shift Premium** – **Shall be paid** in accordance with **Article 21.06** for **all** hours worked from 1515 to 0715.

Shift premium will **also be paid for all hours worked** on the 12-hour **night shift commencing at 1845** hours and for the **last three (3) hours of the 12-hour day shift that commences at 0645.**

SIGNED THIS 28th DAY OF FEBRUARY 2003.

FOR THE HOSPITAL

[Signature]

FOR THE UNION

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

LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And


C.A.W. UNION LOCAL 229

RE: COMPUTER PURCHASE PLAN


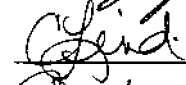


The Hospital will set up a **payroll deduction plan for employees interested in purchasing a computer from a sole vendor selected by the Union/Management Committee.** The Hospital will not be required to cash flow the purchases, but as part of the **vendor selection process, vendors will be asked to quote only on the basis of providing the necessary credit.**

SIGNED THIS 28th DAY OF FEBRUARY 2003.

FOR THE HOSPITAL



FOR THE UNION

E1 OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And

C.A.W. UNION LOCAL 229

The parties agree to the following terms and conditions with the Atikokan Ambulance Service. This letter of understanding can be reviewed, revised and/or amended only by mutual agreement between both parties.

(Calling-in/Replacing of C.A.W. Union Paramedics)

Relief of Staff:

The following procedure will be followed for all part-time or full-time Paramedics. When a shift/call-in becomes available, these steps are to be followed by using the Seniority by Rotation list:

STEP ONE: The shift/call-in will be offered to part-time Paramedics.

If the shift/call-in is not filled by part-time staff,

STEP TWO: then the shift/call-in will be offered to the full-time Paramedics.

If the shift/call-in is not filled by full-time staff,

STEP THREE: then the shift/call-in will be offered to part-time staff as premium pay.

If staff are not available after all three steps,


STEP FOUR: then the shift/call-in may be offered to the Manager.

Under STEP FOUR, if a Paramedic becomes available before the start of the shift, the manager shall turn over the shift or as mutually agreed to between both parties.

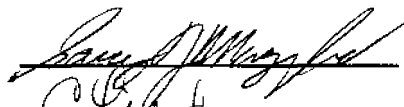
The above procedure applies to call-ins for the primary vehicle.

SIGNED THIS 28th DAY OF FEBRUARY, 2003.

FOR THE HOSPITAL:



FOR THE UNION:



LETTER OF UNDERSTANDING
Between
ATIKOKAN GENERAL HOSPITAL
And
C.A.W. UNION LOCAL 229

Re: **JOB SHARING**

Job sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position. Only full-time positions shall be considered for job sharing.

Job sharing requested with respect to full-time positions shall be considered on an individual basis. There shall be only one (1) job shared position on any department/unit.

If the Hospital agrees to a job-sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

- 1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.**
- 2. The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.**
- 3. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, the supervisor and the Union.**
- 4. The above schedules shall conform to the scheduling provisions of the Full-time Collective Agreement.**
- 5. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.**
- 6. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.**
- 7. Coverage**
 - a. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover for the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.**

b. Vacation, Maternity Leave, and other Leaves Pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that **one** member **of** the job-sharing arrangement **goes** on any **of** the above leaves of **absence**, the coverage **will be negotiated with the supervisor, and union, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.**

Implementation

8. **Any incumbent full-time employee wishing to share her position may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.**
9. **If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.**

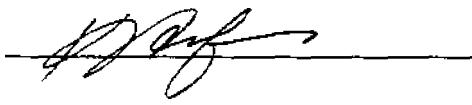
Discontinuation

The Hospital of the Union may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.


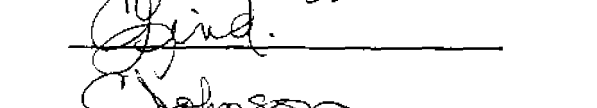
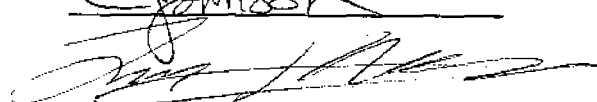
Should either **party** choose to terminate the job sharing agreement, **both** employees will revert to their former **status** (immediately prior **to** the job sharing agreement) **subject to any** changes that would **have** occurred **had she not** been in a job sharing position.

SIGNED THIS 28th DAY OF FEBRUARY 2003.

FOR THE HOSPITAL



FOR THE UNION

LETTER OF UNDERSTANDING

Between

ATIKOKAN GENERAL HOSPITAL

And


C.A.W. UNION LOCAL 229

Paid Education Leave





The hospital will make a lump sum payment of \$250 payable to its CAW Local on October 10, 2004 for the purposes of paid education leave.

SIGNED THIS 28th DAY OF FEBRUARY, 2003.

FOR THE HOSPITAL:



FOR THE UNION:

SCHEDULE "A"– CAW SERVICE UNIT

CAW Classification	DATE	START	YEAR 1 975 Hour	YEAR 2 1950 Hour	YEAR 3 3900 Hour
Health Care Aide					
	Oct 11/01	15.811	15.885	15.955	16.047
	Oct 11/02	16.285	16.362	16.434	16.529
	Oct 11/03	16.773	16.853	16.927	17.025
RPN					
	Oct 11/01	19.515	—	19.672	19.849
	Oct 11/02	20.100	—	20.262	20.445
	Oct 11/03	20.703	—	20.870	21.058
OT/PT/CSR Aide					
	Oct 11/01	15.269	15.343	15.412	15.486
	Oct 11/02	15.728	15.804	15.874	15.950
	Oct 11/03	16.199	16.278	16.350	16.429
First Cook Lead Hand					
	Oct 11/01	18.139	18.249	18.359	18.464
	Oct 11/02	18.684	18.797	18.910	19.018
	Oct 11/03	19.244	19.360	19.477	19.589
First Cook					
	Oct 11/01	17.612	17.719	17.829	17.935
	Oct 11/02	18.140	18.251	18.364	18.474
	Oct 11/03	18.684	18.798	18.915	19.028
Second Cook					
	Oct 11/01	15.648	15.757	15.871	15.979
	Oct 11/02	16.117	16.230	16.347	16.458
	Oct 11/03	16.601	16.717	16.838	16.952
Housekeeping/Laundry Lead Hand Rate	Oct 11/01	15.602	15.675	15.750	15.823
With the \$.50 hour	Oct 11/02	16.055	16.130	16.207	16.282
	Oct 11/03	16.522	16.599	16.679	16.756
Housekeeping/Laundry Dietary Aides					
	Oct 11/01	15.102	15.175	15.250	15.323
	Oct 11/02	15.555	15.630	15.707	15.782
	Oct 11/03	16.022	16.099	16.179	16.256
Paramedic 1					
	Oct 11/01	20.78	21.43		22.05
	Apr 01/02	21.30	21.96		22.61
	Oct 11/02	21.72	22.40		23.06
	Apr 01/03	22.27	22.96		23.63
	Oct 11/03	22.82	23.54		24.22

CAW Classification	DATE	START	YEAR1 975 Hour	YEAR 2 1950 Hour	YEAR3 3900 Hour
	Oct 11/01	19.608	20.053		20.632
	Oct 11/02	20.196	20.655		21.251
	Oct 11/03	20.802	21.274		21.889
EMA-P	Oct 11/01	19.297	19.736		20.318
	Oct 11/02	19.876	20.328		20.927
	Oct 11/03	20.472	20.938		21.555
Driver Attendant (EMA)					
	Oct 11/01	18.056	18.496		19.077
	Oct 11/02	18.598	19.051		19.650
	Oct 11/03	19.156	19.623		20.239
Maintenance Two					
	Oct 11/01	15.953	16.062	16.171	16.284
	Oct 11/02	16.432	16.544	16.657	16.773
	Oct 11/03	16.925	17.040	17.156	17.276
Maintenance One					
	Oct 11/01	18.993	19.107	19.207	19.320
	Oct 11/02	19.563	19.680	19.784	19.900
	Oct 11/03	20.150	20.271	20.377	20.497

CAW Trades Person Classification	Year	Oct 11/00	Oct 11/01	Oct 11/02	Oct 11/03
Maintenance Engineer					
	START	22.448	23.009	23.699	24.410
	Year 1	22.685	23.252	23.950	24.668
	Year 2	22.912	23.485	24.189	24.915
	Year 3	23.128	23.706	24.417	25.150
	Year 4	23.365	23.949	24.668	25.408
	Year 5	23.581	24.171	24.896	25.643
	Year 6	23.812	24.413	25.146	25.900
	Year 7	24.045	24.646	25.386	26.147

Lead hands: The Union and the Corporation agree that, when the Corporation determines that a **lead hand is needed** in any **Classification** and a bargaining unit employee becomes a **lead hand through the job posting process as outlined** in Article 18, **such employee will receive an extra fifty cents (\$.50) per hour** above their normal **wage rate as set out in Schedule A.**