

## COLLECTIVE AGREEMENT

BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION, AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA)  
LOCAL 302

SERVICE AND CLERICAL BARGAINING UNITS

FULL TIME AND PART TIME

EXPIRY DATE: MARCH 31<sup>st</sup>, 2006

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

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**SCHEDULE "B" OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES CLERICAL**

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**ST. MARY'S GENERAL HOSPITAL, KITCHENER  
(Hereinafter referred to as "the Hospital")**

**- And -**

**National Automobile, Aerospace, Transportation and General Union of Canada (CAW-  
Canada) and Local 302**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

(Hereinafter referred to as "the Union")

## ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Hospital consistent with the responsibility of the Hospital to provide uninterrupted, efficient and specialized care to its patients.

## ARTICLE 2 - UNION RECOGNITION

2.01(a) **Full-Time Office and Clerical:** The Hospital recognizes the Union through the Certificate dated May 10, 2000, as the exclusive bargaining agent for all office and clerical employees at St. Mary's General Hospital at Kitchener, save and except supervisors, persons above the rank of supervisor, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and persons covered by subsisting collective agreements.

2.01(b) **Part Time Office and Clerical:** The Hospital recognizes the Union through the Certificate dated May 10, 2000, as the exclusive bargaining agent for all office and clerical employees at St. Mary's General Hospital at Kitchener, regularly employed for not more than 24 hours per week, students employed during the school vacation period save and except supervisors, persons above the rank of supervisor and persons covered by subsisting collective agreements.

2.01(c) **Full Time Service:** The Hospital recognizes the Union through the Certificate dated May 4, 2000, as the exclusive bargaining agent of all employees of the Hospital at Kitchener, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.01(d) **Part-Time Service:** The Hospital recognizes the Union through the Certificate dated May 4th, 2000, as the exclusive bargaining agent of all employees of St. Mary's General hospital at Kitchener regularly employed for not more than 24 hours per week and students employed during the school vacation period save and except, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, student radiology technicians, student medical laboratory technicians and all those persons covered by subsisting collective agreements.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**2.02 Full Time and Part Time Service and Clerical**

A RPN is required to present to the Chief Nursing Officer or designate on or before March 31 of each year, evidence that her or his certificate of registration is in good standing and currently in effect.

Such time will be extended for reasons where the College of Nurses of Ontario permits the RPN's certificate to remain in effect.

Any other position which requires licensing shall be required to provide evidence of current registration in accordance with the requirements of the respective college and at least annually. Such time period may be extended provided the employees registration remains in effect.

Any non-registered Practical Nurse hired must complete requirements for Registered Practical Nurses of the College of Nurses of Ontario within eight (8) months of the date of employment. In the event that the RPN is not successful in obtaining registration, the hospital shall follow the advice of the College of Nurses of Ontario.

2.02 (a) Temporary employees will be considered to be part-time employees and subject to the terms of the part-time Collective Agreement.

2.02 (b) Temporary employees from outside the Hospital are not eligible to apply for job postings during this definite period of employment unless such employment will commence after this definite period

2.03 Where the feminine pronoun is used in this agreement it shall be deemed to include the masculine.

**ARTICLE 3 - RELATIONSHIP**

3.01 The Union is recognized as the sole collective bargaining agent for all employees of the bargaining unit as defined herein and the Hospital undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3.02 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement.

Notification as to any changes will be made promptly to the Union Chairperson and the Union office.

3.03 The Union will supply to the Hospital the names and titles of all Committee persons and members of the Union Committee, and will revise such list from time to time as

is necessary.

3.04 The Union Committee and the Hospital shall meet once each month at times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party containing an agenda of the subjects to be discussed. Committee members in attendance shall be paid at their regular rate of pay for all time spent in attendance at these meetings.

### 3.05 **Non - Discrimination**

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

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

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

## **ARTICLE 5 – MANAGERIAL RIGHTS**

5.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all aspects, and without limiting or restricting that function:

- a) To maintain order, discipline and efficiency;
- b) To determine the number and location of Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the hospital patients and the public;

c) To make, alter and enforce rules and regulations to be observed by employees and to keep the Union informed prior to the making or altering of any rules and regulations directly affecting employee working conditions;

d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; to assign employees to shifts and to increase and decrease working forces; provided that a claim of discriminatory classification, promotion, demotion, transfer, retirement, discipline or suspension, or a claim by an employee that they have been discharged without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided.

e) These rights shall not be exercised in a manner inconsistent with the provisions in this agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 (a) The Hospital agrees to retain, during their respective term of office, the Union Chairperson of each full and part time unit at work during any long term layoff, provided such employee is able to perform the work that is available. It is understood and agreed that the foregoing shall not apply in the case of shift-by-shift cancellations.

6.01(b) It is agreed that the full time chairperson may be a member of the part-time committee and vice versa, in addition to those set out in this clause. The allocation, work areas and/or departments of Union Representatives shall be the responsibility of the Union. The Union shall furnish the hospital from time to time an update on the current union representative.

6.01 (c) In the event of the absence of any of the Union Committee members, the Union may fill such absence in order to have the full compliment of Committee representatives at any meeting between the Hospital and the Union, except that no Committee designate shall be selected whose absence from duty shall be deemed by the Hospital to unduly affect the proper operation of the Hospital.

6.01(d) the parties agree that a Union representative may be present with the Union Committee at any meeting between the Hospital and the Union Committee. Meetings will be held as the need arises and may be requested by either party. Under normal circumstances, the party requesting a meeting will submit the request in writing at least five (5) days in advance and will advise the other party at the same time of the matters it wishes to discuss.

6.01 (e) The Hospital/Union acknowledges that Committee members have regular duties which must be performed on behalf of the hospital and that such employees will not leave their regular duties without first obtaining permission to do so from their Supervisor. Permission to leave their regular duties will not be unreasonably withheld by the affected



Supervisor. The employee will return to regular duties.

6.01(f) The Hospital agrees to give representatives of the CAW (Local 302) and/or national access to the premises of the hospital for the purposes of assisting in the administration of this agreement, provided prior arrangements are made with the Human Resources Department.

6.01(g) The Hospital agrees to retain the union chairperson(s) at work during long-term layoffs or cutbacks in employment during their respective terms of office.

6.02(a) the union shall elect or otherwise select a union committee of employees who may deal with matters related to this collective agreement as follows;

1 full time clerical chairperson

1 part time clerical chairperson

Plus 2 committee members chosen by clerical bargaining units to a total of 4

1 full time service chairperson

1 part time service chairperson

Plus 4 committee members chosen by the service bargaining unit to a total of 6

6.02(b) the union shall keep the Hospital notified in writing of the members of the union committees.

6.02c) The Hospital shall keep the union notified in writing of the names of all supervisory personnel who may be involved in the administration of this collective agreement. The Hospital shall provide the Union with a copy of the Organization Chart and endeavour to establish a cabinet in meditech indicating the managers and their respective areas of accountability.

### **UNION COMMITTEE MEMBERS**

6.03(a) The Hospital agrees to recognize union committee members to be elected or appointed by the union, 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.

6.03(b) 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 the immediate supervisor. If, in the performance of their duties, the union committee member is required to enter an area within the hospital in which the committee member is not originally employed, the committee member shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such committee member shall again report to their immediate supervisor. A union committee member shall suffer no loss of earnings for time spent in performing the

above duties during their regular scheduled working hours.

6.03(c) the hospital agrees to provide a mail slot for each of the Chairs. Where the Chairs require the use of phone or fax such reasonable usage will be permitted without prior approval. Continued practice of using meditech email system provided that it is not used inappropriately. Please note that meditech email is monitored and should not be considered confidential.

6.03(d) Committee members will be paid at their regular rate of pay for all time spent in attendance at Step 2 Grievances and Negotiations up to conciliation.

### **GRIEVANCE COMMITTEE**

6.04(a) the hospital will recognize a grievance committee composed of the 4 chairpersons. A CAW national or local representative of the union may be present at any meeting of the committee. The purpose of the committee is to deal with complaints or grievances as set out in this agreement.

6.04(b) A committee member shall suffer no loss of earnings while attending 2nd step grievance meetings with the Hospital. Such hours shall be compensated at straight time rates only for time in attendance with the Hospital and have no impact on overtime or any other provision.

6.04(c) The Hospital will make every effort to ensure that the hours of work otherwise scheduled for Union representatives will be replaced on the schedule by other employees consistent with this Agreement.

### **NEGOTIATING COMMITTEE**

6.05(a) the hospital will recognize a negotiating committee comprising of the four chairpersons and a member at large to be elected or appointed by the union from amongst employees in the bargaining unit, who have completed their probationary period. A CAW national rep and CAW local rep will be part of the negotiating committee. A union committee member shall suffer no loss of earnings for time spent in negotiation meetings with the Hospital up to and including conciliation.

6.05(b) nothing in this provision is intended to preclude the union negotiating committee from having the assistance of any representatives of the union when negotiating with the hospital.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged

violation of this Agreement, including any question as to whether a matter is arbitrable.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within five (5) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a CAW Committeeperson present with them when meeting with the immediate Supervisor to attempt to adjust their complaint.

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

#### **Step No. 1**

The employee, with the assistance of a CAW Committeeperson, if desired, must submit a written grievance signed and dated by the employee, to The Manager of Labour Relations or designate. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Manager of Labour Relations will deliver their decision in writing five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

#### **Step No. 2**

In the event that the response in Step 1 is not satisfactory, within five (5) calendar days following the decision, the grievance must be re-submitted to the Manager, Labour Relations (or designate) to be discussed at a meeting between the Manager, Labour Relations (or designate), the said Committee person, the grievor(s) and the Union Grievance Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Manager, Labour Relations (or designate) shall give written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

#### **7.04 Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within seven (7) calendar days of the event giving rise to the grievance. Failing

settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 8. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could them self institute and the regular grievance procedure shall not be thereby by-passed except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

### **7.05 Discharge Grievance**

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within fourteen (14) calendar days of the employee being notified of their discharge. An employee may only be discharged for just cause, except that within 45 shifts worked or 337.5 hours whichever occurs first, as and from the date of employment, an employee who has not completed their probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Hospital, but which action may be taken up as a grievance.

### **7.06 Group Grievance**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure. The Manager of Labour Relations shall respond to the group grievance within seven (7) calendar days. . Failing settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 8.

### **7.07**

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

## **ARTICLE 8 – ARBITRATION**

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that the Agreement has been violated,

either of the parties may, after exhausting the grievance procedure as established by this Agreement, submit the difference or allegation to arbitration.

Where the parties agree, the matter shall be determined by a sole arbitrator as listed herein, by rotation. In the event that the parties are unable to agree to a sole arbitrator and within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall select, by rotation, a Chairperson of the Arbitration Board from a list of arbitrators as follows:

Gail Brent  
Ilan Hunter  
Tim Armstrong  
Louisa Davie

8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 No matter may be submitted to arbitration, which has not been carried through all the requisite steps of the grievance procedure.

8.04 The arbitrator/Board of Arbitration shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement. The Arbitrator/Board of Arbitration however in respect of a grievance involving a penalty shall be entitled to modify such penalty.

8.05 All reasonable arrangements will be made to permit the sole arbitrator/Board of arbitration to have access to the facility to view any disputed operation involved in the grievance.

8.06 Time limits fixed in the grievance procedure and arbitration procedures may be extended by a request in writing to the other party.

8.07 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

## **ARTICLE 9 - ADMINISTRATION OF DISCIPLINE**

9.01 The Union Chairperson or a Committee person will be present during all warnings regarding disciplinary actions. When an employee is called to an interview, and the subject

of the interview is or becomes disciplinary in nature, the employee will be so informed by the employer's representative, when given notice of the interview and will be advised to have her Union Representative present. A copy of any warnings to be placed in an employee's file must be copied to the Union Chairperson. An employee may waive their right to union representation in writing to the union. Discipline is defined as a verbal or written warning, reprimand, suspension, or other disciplinary action to an employee.

9.02 No disciplinary action shall remain against an employee's record for a period longer than twelve (12) months from the date of the occurrence giving rise to the discipline.

### **9.03 Access to Personnel Files**

An employee, upon written request to the Labour Relations Manager or their designate, shall have an opportunity to view information from their personnel file including, their application form, any formal disciplinary notations and evaluations and any incident reports retained in the file.

## **ARTICLE 10 - SENIORITY**

10.01 Where a part-time employee transfers to the full time bargaining unit or vice versa without loss of seniority and employment rights as stated in the Loss of Seniority Provision in this agreement the employee will not be required to serve a probationary period provided such employee has completed the employment probationary period under the probationary period clause of their former bargaining unit's collective Agreement.

10.02 An employee will be considered on probation until after they have completed forty-five (45) days of work or 337.5 hours, whichever occurs first, within any twelve (12) calendar months. . Within the probationary period the employee may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Hospital, but which action may be taken up as a grievance. The probationary period may be extended by mutual agreement between the Hospital, the Union and the Employee up to a maximum period of 60 days worked or 450 hours, whichever should occur first. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date they were last hired by the Hospital.

10.03 Seniority lists shall be prepared by the hospital four times a year, (March 1st, June 1st, September 1st & December 1st). Sufficient copies shall be produced so that seniority lists will be posted on all bulletin boards in the hospital and a copy supplied to the chairperson and the Secretary as well as a copy for the Union office. Seniority lists will be made up on both a departmental basis and hospital wide basis.

10.04 Upon completion of the employment probationary period, employees shall be placed on the seniority list in accordance with their date of hire. Seniority and service for all purposes shall be based on the employee's last date of hire and will accumulate

thereafter until seniority is lost and the employee deemed terminated under the Loss of Seniority provision as contained in this collective agreement.

### **Transfer of Service Credits**

10.05 (a) Where a full-time employee transferred to the part-time bargaining unit without loss of seniority and employment rights as stated in Article 10:01 or Article 11, the employee's date for purposes of placement on the part-time seniority list will be their last date of hire by the Hospital.

10.05 (b) Where a part-time employee transfers to the full-time bargaining unit without loss of seniority and employment rights as stated in the Loss of Seniority Provision, the employee's date for purposes of placement on the full-time seniority list will be calculated by dividing their hours by 1650 hours to equate one year. An employee so transferred will maintain their position on the wage grid. In no case will such calculation result in a seniority date which precedes the original date of hire by the Hospital.

10.06 In cases of promotion, demotion, transfer, lay-off and recall, an employee's seniority will be given preference provided the senior employee has the necessary qualifications and ability to perform the work available.

10.07 Where a vacancy occurs within a classification and the position is preferable in nature by virtue of offering steady day shifts on a Monday to Friday basis, the Hospital, in its review of personnel to be assigned to the position, will give consideration to the seniority of those being considered and if all of the other factors are comparatively equal, the position will be assigned to the employee most senior. It should be noted however, that such an assignment will not guarantee that the preferred nature of the position will continue indefinitely.

### **PART TIME ONLY**

Effective for those employees who transfer on or after June 4, 2001, a part-time employee transferring will maintain their vacation entitlement in weeks of vacation equivalent to the appropriate percentage in lieu of vacation as they had at the time of transfer.

## **ARTICLE 11 - LOSS OF SENIORITY AND EMPLOYMENT RIGHTS**

11.01 An employee shall lose all service and seniority and shall be deemed to have been terminated if they:

- (a) Have been laid off for 30 months;
- (b) resign;
- (c) are discharged and not reinstated through the grievance and arbitration procedure;

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

- (d) are retired;
- (e) are absent from scheduled work for a period of 3 or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence;
- (f) if an employee has been laid off and fails to return to work within 7 calendar days after the employee has been notified by the Hospital through registered mail and/or certified mail addressed to their last address on the records of the Hospital. It is the employee's responsibility to ensure that their home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.
- (g) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.
- (h) Utilizes a leave for purposes for other than which it was granted

Article 11.01 shall be interpreted in a manner consistent with the Human Rights Code.

## **ARTICLE 12 – LABOUR ADJUSTMENT COMMITTEE**

(a) With respect to the development of any operating or restructuring plan, which affects the bargaining unit, the Union shall be involved in the planning process from the early phases 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 possible alternative actions that may minimize the disruptive affect of staffing changes;
- (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 bargaining unit positions which



are currently filled but which are expected to become vacant within a twelve (12) month period.

### **Composition and Meetings**

The Labour Adjustment Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives shall consist of at least two representatives from each party to a maximum of six (6) representatives from each party.

Meetings of the Labour Adjustment 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 Labour Adjustment Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Labour Adjustment Committee meetings, preparing minutes and writing such correspondence as the Labour Adjustment Committee may direct.

### **Disclosure**

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

### **Accountability**

The Labour Adjustment 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 Labour Adjustment Committee, the individual members of the Labour Adjustment Committee shall be entitled to submit their own recommendations.

Where the implementation of any agreement reached by the Labour Adjustment Committee conflicts with the terms of the collective agreement, the Hospital and the Union may agree to waive the respective provision of the collective agreement.

## **ARTICLE 13 – NOTICE OF LAYOFF**

### **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 Employer shall:

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

(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, 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.

**Reassignment**

A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

1. The reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
2. The reassignment of the employee does not result in the reduction of the employee's wage rate or hours of work (for pt staff hours will mean an average over the previous 6 month period)
3. The job to which the employee is assigned is located at the employees original work site;
4. The job to which the employee is reassigned has a usual shift assignment;
5. Where more than one employee is to be assigned 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.
6. For purposes of reassignment only, training provided will be in accordance with the Hospital's customary provision for the job posting procedure.

Any vacancy to which an employee is reassigned pursuant to the above need not be posted.

**SEVERANCE AND RETIREMENT OPTIONS**

(a) **Severance Payment**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

Within the lesser of thirty (30) calendar days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to any further notice and all recall rights as provided by the Collective Agreement.

Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 13 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, (**note** for part time employees normal weekly salary will be calculated by dividing by 20, the employee's hours in the 20 week period immediately prior to date of notice of layoff and then multiplying by the employees regular base hourly rate of 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.

Where an employee resigns later than 30 days after receiving notice pursuant to Article 13 that his or her position will be eliminated, he or she will 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) An employee who has completed one year of service and
- i. whose layoff is known to be permanent at the time of layoff:
  - ii. who is laid off for 26 full weeks in any 52 week period and who has not elected to receive a severance payment under either (a) of this article;

shall be entitled to severance pay equal to the greater of two week's pay, or two week's pay per completed year of service to a maximum of twenty six weeks ( subject to deductions required by law). This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are in effect. Once an employee does opt to receive severance payment, he or she shall be deemed to have resigned, his or her recall rights shall be extinguished, and his or her employment terminated.

**(c) Early Retirement Option**

Prior to issuing notice of layoff pursuant to the notice of layoff provision in this collective agreement, 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 classifications) who would otherwise receive notice of layoff under the notice of layoff provision in this collective agreement.

Within thirty (30) calendar 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 their right to notice, recall, and their employment is terminated. Such employee will receive severance pay on the basis of the two (2) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings.

(note: for part time employees week's pay will be calculated by dividing by 20, the employee's hours in the 20 week period immediately prior to date of notice of layoff and then multiplying by the employees regular base hourly rate of pay)

An employee choosing this option will receive a lump sum payment (subject to deductions required by law) equal to \$1,000.00 for each year that the employee is less than 65 years of age to a maximum payment of \$5,000.00 (subject to deductions required by law)

The Hospital, at its discretion, may offer an employee the above Retirement Allowance at any time. It is understood that accepting Retirement Allowance is voluntary on the part of the employee.

**LAYOFF AND RECALL**

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

**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 5% 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 subject to the lay off procedure.

- (c) An employee shall have the opportunity of recall from a layoff to a vacancy, in order of seniority provided he has the ability to perform the work before such vacancy 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 from which the employee was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employee shall be hired until all those subject to recall 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 seven (7) 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 layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full time employee within the bargaining unit shall be laid off for the sole purpose of assigning his or her duties to part time employees. This clause shall not restrict the Hospital from changing the compliment of full and part time positions where it can be demonstrated to be a legitimate operational or scheduling requirement.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of thirty (30) months from the date of layoff.

**ARTICLE 14 - BENEFITS ON LAYOFF( Full time only)**

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

It is understood and agreed to be eligible, the employee must be enrolled on the benefit at the time of layoff and prepay their share of benefit premium and that the short term disability plan is not an insured benefit nor is it to be included in this article.

Further, the LTD plan is an insured benefit but it is not included in this article.

**ARTICLE 15 - LEAVE OF ABSENCE**

**15.01 Personal Leave**

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper

operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

#### 15.02 Bereavement Leave

An employee will be granted a compassionate leave of absence of three (3) or five (5) days with pay upon application to the Hospital in the event of a death of a member of the employee's immediate family. The days with pay shall be the employee's first regularly scheduled working days immediately following the death of a member of the employee's 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, step-parent or step-child. The five (5) day provision shall apply in the case of the death of an employee's mother or father (including a legal guardian who is or has acted in that capacity) spouse or child including a step child. Step relationship is not to extend beyond parent and child. Spouse shall include a common law relationship of opposite or same-sex partners.

#### 15:03 Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137 except where amended in this provision.
- (b) A pregnant employee who has been employed continuously for thirteen (13) weeks before the expected date of birth is entitled to an unpaid maternity leave.
- (c)
  - (i) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave of her request for leave. She shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery at the time the above notification is given.
  - (ii) The pregnancy leave of an employee who is entitled to take parental leave pursuant to Article 15.04 (a) ends seventeen weeks after the pregnancy leave began.
  - (iii) The pregnancy leave of an employee who is not entitled to take parental leave pursuant to Article 15.04 (a) ends seventeen weeks after the pregnancy leave began or six weeks after the pregnancy

ended, whichever is later.

- (iv) An employee's pregnancy leave may end on a date earlier than that specified in 15.03 (c) (ii) or (iii) where the employee is fit to return to work and she provides the employer with at least four (4) weeks notice of that earlier date.
- (d) An employee may stop work because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that occurs prior to the expected date of birth. When an employee does stop work, she must, within two weeks of stopping work, provide the Hospital with written notice of the day the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner that either states that the associate is unable to perform duties because of complications caused by her pregnancy and states the expected birth date or in any other case states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- (e) An employee on maternity leave shall continue to participate in the benefit plans provided for under the collective agreement unless she elects, in writing, not to so participate.
- (f) The employee shall remit, in advance of the month for which coverage in the benefit plan is to be provided, the employee's portion, if any, of the billed premium. The employer shall continue to pay the employer's portion of the billed premium unless the employee gives notice that she does not intend to pay her portion of the billed premium.
- (g)
  - (i) An employee shall continue to accrue seniority while she is on maternity leave.
  - (ii) The accrual of seniority provided for in (a) (i) above shall not be credited toward the completion of a probationary period or toward the eligibility for benefits as provided in the benefit plans enumerated in this agreement.
- (h) An employee shall confirm her intention to return to work at least two (2) weeks in advance of the date that she intends to return. This employee shall be reinstated to her former position, if available, or given a comparable position at her rate of pay at the time she commenced her maternity leave or at the rate of pay that she would be entitled to receive had she worked through the leave, whichever is greater.
- (i) If the Hospital's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Hospital shall reinstate the employee when the operations resume in



accordance with the Hospital's seniority system as set out in this agreement.

- (j) The supplemental unemployment benefit plan provided for in this article shall only be available to employees who have completed ten (10) continuous and uninterrupted months of service or are in receipt of Employment Insurance benefits with the Hospital. Effective upon confirmation by the Employment Insurance Commission of the Hospitals Supplemental Unemployment Benefit (SUB) Plan, an employee who commences maternity leave as provided under this agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, R.S.C. 1997, c. U-1 as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (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 (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Hospital will pay the employee ninety-three (93%) percent of her regular weekly earnings during the first two-week period of the leave while waiting to receive Employment Insurance Benefits. 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.
- (k) Employees have no vested right to payments under this Article except to payments during a period of unemployment specified in this Article.
- (l) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) Payments received under the SUB Plan will not be considered earnings for purposes of determining entitlement to unemployment insurance benefits.

#### 15:04 Adoption Leave/Parental Leave

- (a) A parent is defined as a natural parent of a child, a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) An employee who has been employed continuously for at least thirteen weeks is entitled to an unpaid leave of absence of eighteen (18) weeks

duration or a shorter period as the employee may request following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time.

- (c) Parental leave may not commence more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave under Article 15.03 (a) must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

The parent must give the Hospital at least two weeks notice of the date the leave is to begin unless the child comes into the care of the parent earlier than expected in which case the leave commences on the last day that the employee worked. Notice is required to be provided to the Hospital within two weeks after the employee stops working that the employee wishes to take leave.

- (d) (i) An employee may change the date to begin a parental leave to an earlier date if the employee provides the Hospital with at least two weeks written notice before the earlier date.
- (ii) An employee may change the date to begin a parental leave to a later date if the employee provides the Hospital with at least two weeks written notice prior to the original date for the parental leave.
- (iii) An employee who has given notice to the Hospital of the date that the leave is to end may change that date to an earlier date provided they give the Hospital four weeks written notice prior to the earlier date.

An employee who has given notice to the Hospital of the date that the leave is to end may change that date to a later date provided they give the Hospital four weeks written notice prior to the original date that the leave was to end.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Hospital at least four (4) weeks notice of that day. An employee who does not return from parental leave as provided for above shall be terminated as of the date that the leave ends.

Article 15.03 (h) respecting the reemployment of an employee following a maternity leave shall apply, mutatis mutandis, to employees following an adoption/parental leave.

- (e) An employee on leave shall continue to participate in the benefit plans

provided for under the collective agreement unless she elects, in writing, not to so participate.

- (f) The employee shall remit, in advance of the month for which coverage in the benefit plan is to be provided, the employee's portion, if any, of the billed premium. The employer shall continue to pay the employer's portion of the billed premium unless the employee gives notice that she does not intend to pay her portion of the billed premium.
- (g)
  - (i) An employee shall continue to accrue seniority while she is on adoption/parental leave.
  - (ii) The accrual of seniority provided for in (a) (i) above shall not be credited toward the completion of a probationary period or toward the eligibility for benefits as provided in the benefit plans enumerated in this agreement.
- (h) An employee shall confirm her intention to return to work at least two (2) weeks in advance of the date that she intends to return. This employee shall be reinstated to her former position, if available, or given a comparable position at her rate of pay at the time she commenced her parental/adoption leave or at the rate of pay that she would be entitled to receive had she worked through the leave, whichever is greater.
- (i) If the Hospital's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Hospital shall reinstate the employee when the operations resume in accordance with the Hospital's seniority system as set out in this agreement.
- (j) The supplemental unemployment benefit plan provided for in this article shall only be available to employees who have completed ten (10) continuous and uninterrupted months of service or are in receipt of Employment Insurance benefits with the Hospital. Effective upon confirmation by the Employment Insurance Commission of the Hospitals Supplemental Unemployment Benefit (SUB) Plan, an employee who commences an adoption leave as provided under this agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, R.S.C. 1997, c. U-1 as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (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 (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy 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.

- (k) Employees have no vested right to payments under this Article except to payments during a period of unemployment specified in this Article.
- (l) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) Payments received under the SUB Plan will not be considered earnings for purposes of determining entitlement to unemployment insurance benefits.

Article 15.03 (e), (f), and (g) respecting participation in benefit plans and accrual of seniority for employees on adoption leave shall apply, mutatis mutandis, to employees on adoption/parental leave.

#### **15.05 Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or as a witness in a disciplinary matter before the College of Nurses of Ontario, 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 an employee's notification that they will be required to attend a court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where an employee has attended jury duty that concludes on Friday and is scheduled to resume such duty the following Monday, and at the same time is scheduled for shifts occurring on the weekend, the employee may choose not to work such weekend and so advise the Program Manager.

#### **15.06 Union Leave of Absence**

- (a) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of twenty (20) days provided such leave does not interfere with the continuance of efficient operations of the

Hospital. Such leave may be subject to the following conditions and will take into consideration, operational requirements of the Hospital.

- (i) not more than two (2) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;
  - (ii) no one such leave of absence shall extend beyond two weeks;
  - (iii) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
  - (iv) such request shall state the general nature of the function to be attended;
- (b) A special leave of absence, without pay, will be granted to five (5) employees for one (1) day per year to attend the annual conference of the Union.
- (c) Reimbursement will include all wages and benefits where the leave exceeds one (1) calendar week in duration. For shorter leaves wages will be reimbursed.
- (d) A committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

**15.07** The Hospital shall grant an unpaid leave of absence to any employee elected or appointed to a full time position in the Local Union or National Union, CAW-Canada. Such leaves will remain in effect until notice to cancel such leave is given by the union. An employee returning to the Hospital shall only be returned subject to the Hospital's ability to deal with any replacement employee(s). Such employees will not be considered to be employees of the Hospital while on such leave, for any purpose. Notwithstanding such employees will continue to accrue seniority.

## **15.08**

### **(a) Education Leave**

- (a) 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.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

- (c) When authorized by the Hospital, time spent by an employee in attendance at short courses, workshops or seminars, held within the Hospital, and directly related to the employee's employment at the Hospital, shall be enumerated at the employee's regular straight time rate.

Where an employee is required to attend authorized courses outside their regularly scheduled hours, they shall be paid at their regular straight time rate of pay.

Time spent in attendance at the courses shall not be counted as "work" for the purpose of section 17.03.

**(b) CAW Paid Education Leave**

The Hospital agrees to pay into a special fund, \$1000.00 upon ratification \$1000.00 on April 1, 2004 and \$1000 on April 1, 2005 for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions.

The monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Hospital to the following address:

CAW Paid Education Leave Program  
CAW-CANADA  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

The Hospital further agrees, that subject to the availability of replacement staff, that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

**15.09 In-Service Program**

(a) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development, and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be published.

(b) Where an employee is on-duty and authorized to attend any required in-service programs within the Hospital during their regularly scheduled hours, they shall suffer no loss of pay, but such time will not be considered as time worked for the purpose of calculating overtime entitlement.

### **15.10 Effect of Leave of Absence (applies to full time only)**

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

In the event of an employee's absence without pay from the Hospital exceeds sixty (60) days, the employee will not accumulate seniority for any purpose under the collective agreement for the duration of such absence.

Notwithstanding the above, where an employee is on sick leave or receiving Workplace Safety and Insurance Board benefits or has qualified for Workplace Safety and Insurance Board benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of thirty (30) months.

NOTE: The Maternity and Adoption Leave clauses in this agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

## **ARTICLE 16 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES**

- 16.01 The occupational classifications and wage rates are set out in Schedule "A" which is attached hereto and forms part of this Agreement.
- 16.02 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.
- 16.03 An employee commencing work with the Hospital shall receive the wage rate as set out in Schedule "A" consistent with the employee's qualifications and ability as determined by the Hospital.
- 16.04 An employee hired by the Hospital with recent and related full time service in another Hospital (or comparable part time service with the same Hospital), 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 two (2) years of related experience on the completion of the employee's probationary period. ( for part time employees 1650 hours shall equal one year) It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

16.05 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within 14 calendar days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision 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 classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

16.06(a) An employee temporarily transferred by the Hospital to a higher job classification within the bargaining unit, for the majority of a seven and one-half (7 1/2) hour shift, shall receive for the time so transferred the next highest pay rate as set out in Schedule "A", in the job classification to which they have transferred above their regular rate or the equivalent of the last step received within their regular classification, whichever is higher.

(b) An employee who is promoted to a higher job classification within the bargaining unit, shall receive no less an increase in wages than the equivalent of one (1) step on the wage scale of their previous classification provided that it does not exceed the wage scale of the classification to which they are promoted.

## **ARTICLE 17 - HOURS OF WORK**

17.01 The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.

### **FULL TIME SCHEDULING – APPLIES TO FULL TIME ONLY**

17.02 For full time staff the normal hours of work shall be thirty-seven and one-half (37-1/2)



hours in a seven (7) day period on seven and one-half (7-1/2) hour shifts exclusive of an unpaid meal period. For the purposes of this Agreement, the seven (7) day period shall be from Saturday to Friday inclusive. It is understood that for the purpose of overtime calculation, hours of work may be averaged over the 75 hour pay period.

17.03 All authorized work performed in excess of seven and one-half (7-1/2) hours per day, or on a employee's scheduled day off, shall be paid for at the rate of time and one-half (1-1/2) of the employee's basic straight time hourly rate.

17.04 (a) The Hospital shall post schedules of work for all employees four (4) weeks in advance. Except in cases of emergency, where an employee's schedule is changed on less than forty-eight (48) hours' notice, they shall be entitled to overtime rates for hours worked on their next scheduled shift. Summer vacation schedules will be posted by May 1<sup>st</sup> and Christmas Schedules by November 15<sup>th</sup>. An employee will be scheduled off either the Christmas period (including Christmas Eve (from 1500 hours), Christmas Day and Boxing Day) or the New Year's period (including New Year's Eve (from 1500 hours) and New Year's Day) as per department practice; ( note: the 1500 hour reference refers to the department's usual conclusion of the day shift which may be later than 1500 hours)

17.04 (b) Following the posting of the Christmas schedule, there shall be a period of 2 weeks allowing staff, within the same nursing unit or service department, the opportunity to do shift exchanges (shift for shift on the same schedule ) to accommodate their personal needs.

17.05 No employee shall be normally scheduled to work more than seven (7) consecutive days in a row without consent of the employee.

17.06 Split days off shall not be scheduled except by mutual consent.

17.07 There will not be less than a period of sixteen (16) consecutive hours between shifts worked by an employee without the consent of such employee.

The foregoing does not apply to staff working on an extended tour rotation.

17.08 An employee shall be available to be scheduled to work for at least three (3) weekends in any six(6) week period of the schedule.

17.09 No employee shall be laid off during their normal schedule of working hours for the sole purpose of depriving them of overtime pay.

17.10 Overtime entitlement may be taken either as a monetary benefit at time and one-half the employee's regular straight time hourly rate of pay or as time off at the rate of time and one-half hours, for each hour of overtime. Unless mutually agreed to otherwise, any such accumulated time must be taken by March 31 of each year or it shall be paid out by the Hospital.

17.11 Requests for change of shift between employees within the same nursing unit or service department must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date, and be signed by both employees before the manager or designate will consider the request. Requests for exchange of shifts will not be unreasonably denied. No shift can be given by an employee to another employee without approval of the manager or designate. There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premiums. Should an employee request a shift change, the employer will provide approval of such request within a minimum of 48 hours. Where the shift change request is presented on a Friday such reply will be given no later than 1500 hours Monday.

17.12 Except in emergencies, the Hospital shall notify employees at least four (4) hours prior to the starting time of their shift if they are to be cancelled from their scheduled shift. Where the Hospital fails to provide an employee cancellation notice of no less than 4 hours prior to the commencement of the shift, the employee shall be paid at the employee's regular rate of pay for the shift. Note: An employee who reports for work is still covered by the minimum guarantee language and not this clause.

#### **PART TIME SCHEDULING – APPLIES TO PART TIME STAFF ONLY**

17.13 All authorized work performed in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week pay period exclusive of meal times shall be considered as overtime and shall be paid for at the rate of time and one-half (1 ½) of the employee's basic straight time hourly rate.

17.14 Scheduling - Where part time employees are scheduled on a regular basis, the Hospital will endeavour to keep schedules for work posted four (4) weeks in advance. Employees are expected to inform the Hospital prior to the starting time of their shift if they are unable to report for their scheduled shift. Summer vacation schedules will be posted by May 1st and Christmas Schedules by November 15th.

17.15 Part time employees must be available as required by the Hospital to work twelve (12) months/year, less two (2) weeks vacation entitlement and their commitment will include the following conditions:

1. 2 shifts worked per week and every second weekend up to 6 shifts per pay period. (for this purpose a week is defined as being from Saturday to Friday);
2. Will be scheduled off either the Christmas period (including Christmas Eve (from 1500 hours), Christmas Day and Boxing Day) or the New Year's period (including New Year's Eve (from 1500 hours) and New Year's Day) as per department practice; ( note: the 1500 hour reference refers to the department's usual conclusion of the day shift which may be later than 1500 hours)
3. Work a minimum of 5 recognized Holiday weekends during the year exclusive of Christmas and New Year's;

4. Part Time employees must be available for shifts worked as per departmental hours.
5. No employee shall be normally scheduled to work more than seven (7) consecutive days in a row without the consent of the employee.
6. Any shift given by one employee to another employee will be considered to be a shift worked for the purposes of distribution.
7. No employee shall be laid off during their normal schedule of working hours for the sole purpose of depriving them of overtime pay.

17.16 Part Time employees will provide their manager or designate with their unavailability by 2400 hours on the Friday, four (4) weeks prior to the posting of the schedule setting out any period of unavailability during the scheduling period. An employee when submitting unavailability shall not be required to be available for more than one shift per day, nor does this preclude an employee from making themselves available for more than one shift per day. Employees will be deemed to be available for all shifts during the posting period if no unavailability is provided to the manager or designate. Part Time employees who limit their availability such that they cannot meet their commitment shall not be prescheduled.

17.17(a) When the schedule is posted, hours will be equitably distributed unless an employee is on vacation or an approved leave of absence. Following the posting of the schedule, available shifts will be offered on the basis of seniority and availability on the nursing unit or service department, up to forty-five (45) hours and then to sixty (60) hours and then to seventy-five (75) in a pay period.

For the distribution of available shifts, a shift offered and refused by an employee when available will be considered to be a shift worked for the purposes of distribution.

17.17(b) Following the posting of the Christmas schedule, there shall be a period of 2 weeks allowing staff, within the same nursing unit or service department, the opportunity to do shift exchanges ( shift for shift on the same schedule ) to accommodate their personal needs.

17.18 For clarification, a Part Time employee's commitment is not a guarantee of work and the Hospital does not guarantee to provide hours over any part of the schedule.

17.19 Except in emergencies, the Hospital shall notify employees at least four (4) hours prior to the starting time of their shift if they are to be cancelled from their scheduled shift. Where the Hospital fails to provide an employee cancellation notice of no less than 4 hours prior to the commencement of the shift, the employee shall be paid at the employee's regular rate of pay for the shift. Note: An employee who reports for work is still covered by the minimum guarantee language and not this clause.

17.20 Where an employee is called in to replace another employee's shift within the first hour of the shift and reports for work at the Hospital within the first hour of the shift, the employee shall be paid from the commencement of the shift.

17.21 Requests for change of shift between employees within the same nursing unit or service department must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date, and be signed by both employees before the manager or designate will consider the request. Requests for exchange or shifts will not be unreasonably denied. No shift can be given by an employee to another employee without approval of the manager or designate. Any shift given by one employee to another employee will be considered to be a shift worked for the purposes of distribution. There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premiums.

17.22 Should an employee request a shift change, the employer will provide approval of such request within a minimum of 48 hours. Where the shift change request is presented on a Friday such reply will be given no later than 1500 hours Monday.

17.23 There will not be less than a period of eight (8) consecutive hours between shifts scheduled for an employee without the consent of such employee.

17.24 Notwithstanding, employees who are scheduled with less than eight (8) hours between shifts, the Hospital will pay the employee time and one-half for the next shift worked. The foregoing does not apply to staff working on an extended or hybrid tour rotation.

#### **FOLLOWING APPLIES TO FULL AND PART TIME STAFF**

17.25 Where an RPN is forced to work longer than her scheduled shift length, the RPN will not be required to work another shift or part there of should there be less that eight and one half (8.5) hours off between shifts unless otherwise agreed to by the employee concerned.

17.26 Notwithstanding, should there be less than 8.5 hours off before the RPN's next scheduled shift, and the Hospital, due to staffing requirements , requires the RPN to work that scheduled shift, she/he will be paid time and one half her/his regular rate of pay for all hours worked on the said scheduled shift.

17.27 For the shifts affected by the change from daylight savings time to standard time, and vice versa, the employee shall be paid for hours actually worked. In the Spring, the night shift shall receive one (1) hour less and in the Fall, an extra hour shall be paid at the applicable overtime rate.

17.28 Stats to be worked will be scheduled in conjunction with a weekend whenever possible.

17.29 The Hospital may change shift arrangements as required to meet its needs. For purposes of clarification;

1. DAY SHIFT – is defined as a shift where the majority of hours scheduled fall between 0700 and 1500 hours
2. EVENING SHIFT – is defined as a shift where the majority of hours scheduled fall between 1500 and 2300 hours.
3. NIGHT SHIFT – is defined as a shift where the majority of hours scheduled fall between 2300 hours of one day to 0700 the following day.
4. The first shift of the day is the night shift commencing the previous day.
5. A shift beginning at 1100 hours and concluding at 1900 hours is considered to be an evening shift.
6. 12-hour shifts are considered to be day and night shifts.

## **ARTICLE 18 - REST PERIODS**

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

Other employees (including employees who work shifts in excess of seven and one-half (7 1/2) hours) shall be entitled to paid rest periods of fifteen (15) minutes for each four (4) hours of work during their shift.

## **ARTICLE 19 - HOLIDAYS**

### **Full time employees**

19.01 A full time employee who qualifies under article 19.04 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
Second Monday of February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday of November
Victoria Day	Christmas Day
Canada Day	Boxing Day

19.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the

Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

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

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

- (a) illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

19.05 An employee who qualifies under Article 19.04 and is required to work on any of the above named holidays, will at the option of the Hospital, which shall take into account in its decision the request of the employees, to receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times their regular straight time rate of pay in addition to their regular straight time rate of pay, or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Such Lieu day, resulting from the scheduling of full time stats, may be scheduled on the weekend provided that a request to do so has been made prior to the schedule being posted and such request shall not be unreasonably denied. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

19.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

19.07 If a paid holiday falls during an employee's vacation, their vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

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

## **ARTICLE 20 - HOLIDAYS PART TIME EMPLOYEES**

20.01 An employee who is required to work on any of the following Hospital holidays will receive pay at the rate of two and one-half times the employee's regular straight time hourly rate of pay for such work performed on such a holiday.

New Year's Day	Civic Holiday
Second Monday of February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday of November
Victoria Day	Christmas Day
Canada Day	Boxing Day

20.02 An employee who is not required to work on any one of the above noted paid holidays shall receive payment equivalent to the hours, the employee would have worked multiplied by the employee's regular straight time hourly rate of pay provided the employee has satisfied the following conditions:

(a) has worked at least eleven (11) normal shifts in the previous four week period (Note: for purposes of this Article, the work week is defined as Saturday through Friday inclusive).

(b) work their normal scheduled shift preceding and their normal scheduled shift following the paid holiday unless the employee was absent due to illness or accident which commenced in the current or previous pay period in which the holiday occurred.

For a part time employee who works a regular routine of split shifts, the calculation for payment for the holiday will be the average number of hours worked per shift during the 4 week qualifying period in (a) above.

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

20.04 An employee who is absent on any of the holidays after being required to work forfeits all pay for that day unless the employee provides a reason for such absence which is reasonable.

**ARTICLE 21 - CALL-BACK PAY- full time employees only**

21.01 An employee called back to work after leaving the premises who reports to work outside their normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours' pay at time and one-half (1-1/2) their regular, straight-time hourly rate. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

21.02 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 20.01.

21.03 Any employee who is called into work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift provided they have worked a minimum of six (6) hours.

21.04 Where a part-time staff member is called back and asked to return to the Hospital within a four-hour period following their last shift, the provisions of this article shall apply.

**ARTICLE 22 - REPORTING PAY**

22.01 Employees who report for any scheduled shift will be guaranteed at least three and three quarter (3-3/4) hours of work, or if no work is available will be paid at least three and three quarter (3-3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

22.02 This obligation shall not apply to the Hospital when an employee has failed to keep the Hospital informed of the telephone number or address to be used for notification or where no work is available because of fire, power failure, or any condition beyond the reasonable control of the Hospital.

22.03 In addition, this obligation shall not apply to the Hospital when an employee fails to report for work as scheduled on the shift immediately prior to the shift for which they claim reporting pay and has failed to notify the Hospital of their intent to report for work on the shift for which they claim reporting pay.



## **ARTICLE 23 - SICK LEAVE AND LONG TERM DISABILITY- FULL TIME EMPLOYEES ONLY**

- 23.01 The following is effective April 1, 1982. 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 on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.
- 23.02 Effective the first of the month following the transfer the existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- 23.03 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 their regular straight time hourly rate. The Hospital shall provide the Union with a copy of the current sick time banks. The "sick leave bank" shall be utilized to:
- (i) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (ii) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out;
  - (iii) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave dollars providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such payout;
  - (iv) when an employee is absent by reason of incapacity or by reason of an accident occurring while on duty and an award is made by the Workplace Safety and Insurance Board in respect thereof, such employee shall be entitled to receive the difference between their regular pay and the amount of

such award up to but not in excess of their accumulated sick leave bank.

- 23.04 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 23.05 The Hospital will require, where necessary, a certificate from the attending physician before payment of sick leave will be made. Sick leave will not be paid to an employee while on vacation or during an authorized leave of absence. When an employee is able to return to work after an extended illness, notification must be given to the Hospital at least twenty-four (24) hours in advance of the employee's return to work.
- 23.06 Notwithstanding anything else contained in this Agreement, the Hospital will continue the benefits as herein provided relating to sick leave vacation and health and welfare program, while an employee is either:
- (a) on sick leave, until the accumulated sick leave credits in the sick leave bank have been paid in full or for six months, whichever is greater;
  - (b) receiving Workplace Safety and Insurance Board benefits until the employment is terminated.
- 23.07 Any employee suffering a compensable injury will be paid for the first day of injury by the Hospital.
- 23.08 Disabilities arising due to pregnancy related illnesses will be treated as illness for purpose of the sick leave plan.

## **ARTICLE 24 – VACATION FULL TIME EMPLOYEES**

- 24.01 Employees working for the Hospital in the twelve-month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- (a) Up to four (4) months of continuous service - four percent (4%) of the total pay received in the period of the preceding May 1st to April 30th.
  - (b) After four (4) months or more of continuous service - one (1) week's vacation with pay at the rate of four percent (4%) based on the total pay received in the period of the preceding May 1st to April 30th.
  - (c) After eight (8) months or more of continuous service - two (2) weeks' vacation with pay at the rate of four percent (4%) based on total pay received

in the period of the preceding May 1st to April 30th.

- (d) An employee with more than one (1) year of continuous service but less than six (6) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
- (e) Effective for the 1991 vacation year, an employee with more than six (6) years of continuous service but less than fourteen (14) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight time hourly rate.
- (f) An employee who has completed more than fourteen (14) years of continuous service but less than twenty-three (23) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight time hourly rate.
- (g) An employee who has completed more than twenty-three (23) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight time hourly rate.
- (h) Where a full time employee achieves 30 or more years of continuous service as of April 30th , the employee will receive 5 additional days (37.5 hours) of vacation on a one time only basis. It is understood that no employee may receive this entitlement more than once during their employment.

24.02 The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. (Clerical employees may only exercise this option once in any vacation year) In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital. Employees shall request summer vacation by April 1st and the Employer shall post the final summer vacation schedule by May 1st.

24.03 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to them at the time of their termination as provided herein.

24.04 Vacations shall not be cumulative from year to year.

24.05 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which they are entitled to

receive on the paydays occurring during the employee's vacation period.

24.06 Where an employee has scheduled a period of vacation and is unable to commence their vacation due to illness or injury and provides the Hospital with evidence of their condition prior to the commencement of the scheduled vacation period, the vacation, in whole or in part shall be considered as sick leave. Any payment of sick leave will be subject to the terms of the sick leave plan.

24.07 (a) Where an employee's scheduled vacation is interrupted due to illness or injury requiring surgical intervention and/or treatment as an inpatient in Hospital, the period of such hospitalization and/or recuperation from surgery while under the care of a physician shall be considered as sick leave. Any payment of sick leave will be subject to the terms of the sick leave plan.

24.07 (b) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with applicable provisions of the bereavement leave article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **VACATION PART TIME EMPLOYEES**

24.08 All part-time employees shall be paid vacation pay based on the following formula:

Start of employment	4% of earnings
More than 1 yr. of continuous service	6% of earnings
More than 6 yrs. of continuous service	8% of earnings
More than 14 yrs. of continuous service	10% of earnings
More than 23 yrs. of continuous service	12% of earnings

Where a part time employee achieves 30 or more years of continuous service as of April 30<sup>th</sup>, the employee will be issued a one time only payment equivalent to 2% of their previous year's regular earning. It is understood that no employee may receive this payment more than once during their employment.

In May of each year the Hospital will provide a statement to each part-time employees of their percentage vacation entitlement. An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to them at the time of their termination as provided herein.

24:09 Provided the Hospital payroll system can produce a separate payment for vacation without significant changes, the Hospital will issue a separate payment as a deposit for vacation during the first part of June of each year.

24.10 Part time employees will be entitled to a maximum of two weeks unbroken period per vacation year. The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. (Clerical employees may only exercise this option once in any vacation year) In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital. Employees shall request summer vacation by April 1st and the Employer shall post the final summer vacation schedule by May 1st.

24.11 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with applicable provisions of the bereavement leave article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **ARTICLE 25 - UNIFORMS**

25.01 **Full time employees** When the Hospital requires employees to wear uniforms, the required uniforms will meet the standards of the Hospital in relationship to style, texture, colour and number. All uniforms shall comply with the Hospital's standards of cleanliness and condition. The Hospital will contribute a uniform allowance of eighty dollars (\$80.00) per year, payable in two (2) equal installments of forty dollars (\$40.00) in June and December to each employee required to wear a uniform, providing the employee has been in the service of the Hospital at least six (6) months at the date of each payment.

### **Part time employees**

25.02 Where the Hospital requires employees to wear uniforms, the Hospital will either supply and launder uniforms or provide a uniform allowance of 4.1 cents per hour paid. The required uniforms will meet the standards of the Hospital in relationship to style, texture, colour and number and will comply with the Hospital's standards of cleanliness and condition. The Hospital will continue to provide free laundry service. However, it will be the employee's responsibility to see that their uniforms are properly marked for identification purposes.

### **Applies to full and part time**

25.03 If an employee's uniform is irreparably damaged while they are working, the Hospital will replace the uniform free of charge. However, when the damage is the result of fair wear or is caused by the carelessness or negligence on the part of the employee, the Hospital shall not be held liable for any replacement costs.

The Hospital will continue to provide free laundry service. However, it will be the employee's responsibility to see that their uniforms are properly marked for identification purposes.

25.04 The employer agrees to pay a safety shoe allowance of \$75.00 per calendar year to each employee who is required by the Hospital to wear safety footwear. Such footwear must be hospital and CSA approved. Such allowance payable on June 1<sup>st</sup> of each year.

## **ARTICLE 26 - UNION SECURITY**

26.01 The Hospital shall deduct an amount equivalent to regular monthly Union dues according to the following conditions:

i) All employees covered by this Agreement shall, as a condition of employment have deducted from their pay each month an amount equivalent to the regular monthly Union dues.

ii) New employees shall have deductions made on the first regular deduction date following completion of three weeks of employment.

iii) Union dues will be deducted from the employee's pay on each pay day and shall be remitted by the Hospital to the Financial-Secretary of the Union not later than 20 days after the pay day when such deduction is made.

iv) The Hospital agrees when forwarding Union dues to submit a list to both the Local office and the Chairperson, indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

v) The Hospital will notify the Chairperson immediately upon any change in supervisory personnel in addition to supplying a list of all supervisory personnel twice a year. The Hospital will provide a copy of the Organization Chart and endeavour to establish a cabinet in meditech indicating managers and their respective areas of accountability.

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

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

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

26.05 A new employee will have the opportunity to meet with a representative of the CAW in the employ of the Hospital for a period of up to twenty (20) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

## **ARTICLE 27 - HEALTH AND WELFARE full time only**

27.01 The Hospital will contribute one hundred percent (100%) of the cost of a properly enrolled employee's monthly premium toward the Hospitals of Ontario Group Life Insurance Policy, in accordance with the terms of the Policy. Coverage to be at double the employee's annual salary, and subject to the terms and conditions of the plan for those employees presently with coverage at less than double annual salary. In respect to those employees who may be ineligible on medical grounds, the Hospital will make every reasonable effort to obtain the Insurer's consent to provide them with full coverage under the plan currently in effect.

27.02 (a) The Hospital will contribute fifty percent (50%) of the required contributions for the Canada Pension Plan.

(b) All employees shall as a condition of employment, enroll in the Hospitals of Ontario Pension Plan on completion of two (2) years of service, but may after six (6) months service voluntarily join the HOOPP.

27.03 The Hospital shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Liberty Health, - Current O.D.A. schedule or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction. Effective June 3, 2001 this plan will include a 50/50 orthodontic, \$1,000 lifetime max benefit based on a one year lagged ODA schedule. Rider 2, full and partial dentures \$1000 50/50 coinsurance once every 5 years, effective November 1, 2003. Effective January 1, 2004 Rider 4, Crowns and Bridges \$1,000 per year 50/50 co-insurance. Benefits are subject to the usual and customary terms of the plan.

27.04 The Hospital will contribute seventy-five percent (75%) of the cost of the properly enrolled employee's monthly premium of the Liberty Health Extended Health Care Plan (10/20 deductible) with coverage to include glasses at a maximum of \$200.00 (effective Nov. 1, 2003) every 24 months and hearing aids to a maximum of \$300.00, provided:

- (a) The employee make proper application to join the plan and agrees to the terms of the plan as now exists or as may be amended from time to time;
- (b) The employee authorizes the Hospital to make such deductions, from their wages, as to meet the balance of the premium changes;
- (c) There are sufficient members of the Plan at all times to satisfy the requirements of Liberty Health.

27.05 The Hospital agrees to pay 100% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

27.06 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

27.07 The Hospital will provide equivalent coverage to all full time 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 provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The retired employee will designate a method of payment prior to retirement and benefits shall only remain effective if payment is received as agreed.

27.08 (part time only) Employees covered by this Collective Agreement will receive in lieu of all health and welfare benefits and income protection plans, a cents per hour payment amount to twelve (12%) percent of their regular straight time hourly rate in addition to their regular straight time rate for each hour worked at regular pay.

## **ARTICLE 28 - RESPONSIBILITY PAY**

28.01 When an employee relieves in a supervisory position for the majority of the seven and one-half (7-1/2) hour shift or more on a continuous basis which has been authorized by the Hospital, they shall be paid ten percent (10%) in excess of their prevailing wage rate for all hours so worked in such supervisory position.



## **ARTICLE 29 - SHIFT AND WEEKEND PREMIUMS**

- 29.01 An employee will be paid a shift premium of .55 cents per hour (effective Oct. 14, 2003) for each hour worked when the majority of such hours so worked fall between 1500 hours one day and 0700 hours the following day. Effective April 1, 2004 .60 cents. Effective April 1, 2005 .65 cents.
- 29.02 Every hour worked between midnight Friday through to Midnight Sunday shall receive a \$.65 per hour premium (effective Oct. 14, 2003) and this is not pyramiding. Effective April 1, 2004 .70 cents per hour. Effective April 1, 2005 .75 cents per hour

## **ARTICLE 30 - JOB POSTING**

- 30.01 (a)The Hospital shall post all vacancies with the exception of temporary, not expected to exceed 6 months in duration, vacancies within the bargaining unit on the job posting board for a period of seven (7) consecutive days unless in the Hospital's judgement an emergency exists that does not allow sufficient time for this procedure to be followed, then the position will be temporarily filled until the job posting procedure is followed. Vacancies created by the filling of the initial vacancy within the bargaining unit shall be posted for a period of seven (7) consecutive days. Employees, from the full time and part time bargaining units, shall have the right to bid on such vacancies or new jobs. With respect to temporary vacancies posted under this provision, only part-time employees will be considered. In the event there is more than one applicant with acceptable qualifications and ability for such position then seniority shall govern. For purposes of comparing seniority at time of job posting, where there are both full time and part time employees applying for the vacancy, the part time employee's seniority shall be calculated by dividing their seniority hours by 1650 and calculating a date for purposes of the posting and the employee shall be placed on the applicable seniority list. Any successful part time employee shall then be placed on the applicable seniority list. A full time employee's seniority shall be their seniority date. Notwithstanding the above, where part time employees are only being considered for a vacancy, no calculation is required and the employee's seniority shall be their seniority date.
- 30.01(b) For purposes of Job Posting ( not including temporary job postings ) employees from other SMGH CAW bargaining units may apply to such posting. Provided they meet the posted requirements they shall be considered prior to the Hospital filling the vacancy from outside the hospital. In the event such employee is successful in the posting the employee shall receive credit for their seniority.
- 30.02 An employee who successfully posts to a job posting need not be considered for a further job posting for a period of six (6) months from the date the employee's name

was posted as the successful applicant under article 30.11.

- 30.03 Unsuccessful applicants may request an explanation of the reason for non-acceptance for a posted job vacancy.
- 30.04 Copies of all job postings will be given to the Chairperson(s). At the time the successful applicant's name is posted, a copy will be given to the Chairperson(s).
- 30.05 Once successful through the posting procedure, employees transferring to another classification within the full time bargaining unit and the part-time bargaining unit shall be subject to a period of familiarization in their new duties of thirty-five (35) working days. If such employee wishes to return to their former position or fails to satisfactorily complete this period, or is unable to perform the work, they shall be returned to their previous position and wage rate. Where an employee moves from a full time position to a part time position or vice versa, or from service to clerical or vice versa, no such period shall apply unless by mutual agreement between the Hospital and the Union.
- 30.06 Members of the bargaining unit may make a written request for transfer on a form provided by the Hospital. A request for transfer shall become active as of the date it is received by the Human Resources Department and shall remain until December 31st following. Such requests will be considered as applicants for posted vacancies and subsequent vacancies created by the filling of a posted vacancy. On November 1st of each year, the Human Resources Department shall post a notice advising all members of the CAW bargaining unit(s) of this provision of the collective agreement.
- 30.07 In order for an applicant to be guaranteed consideration, it must be received and receipted by a member of the Human Resources Department within the posting period. Other methods of delivery used by an applicant are done so at the applicant's own risk.
- 30.08 All job postings will include the classification, department and wage rate for the position offered. The name of the successful applicant will be posted on the bulletin board after they have confirmed acceptance to the position.
- 30.09 An employee who has been accepted for a position outside of any SMGH/CAW bargaining unit shall retain any seniority from the date of such placement for a period of one (1) year. If within that period the employee returns to the bargaining unit after the Hospital has complied with the job posting and recall from lay off provisions of the Agreement, the employee shall be credited with the retained seniority and shall resume accumulation from the date of return. An employee who has been accepted for a position outside of a St. Mary's General, CAW bargaining unit and whose absence exceeds one (1) year (with the exception of approved union leaves as outlined in 15.06 will lose all seniority and service within the CAW bargaining unit(s).

## TEMPORARY EMPLOYMENT

1. Where a full time bargaining unit employee is absent from work for WSIB, STD, LTD, Maternity/Paternity leave, the Hospital may arrange that part-time bargaining unit employee(s) work temporary full time for the duration of the absence.
2. If the absence is anticipated to be greater than six months, the temporary position will be posted under terms of Article 30, Job Posting.
3. The part time bargaining unit employee(s) will be covered under the terms of the Part time collective agreement(s).
4. Employees wishing to work on a temporary full time basis will file a written request with the Human Resources Department. Any temporary assignments under six months in length will be filled on a departmental basis from the part-time seniority list according to classification. In the event that the temporary assignment cannot be filled from departmental requests, all requests on file will then be considered. In either case, in the event there is more than one applicant with acceptable qualifications, skill and ability for such position, then seniority shall govern.
5. In the event no bargaining unit employees apply for such temporary employment under the terms of Article 30 Job Posting, the Hospital may hire from outside the Hospital.
6. The period of employment of such persons hired from outside the Hospital will not exceed the absent employees time away from work and the release or discharge of such persons shall not be the subject of a grievance or arbitration.
7. In the event requests for vacations or LOA's exceed the availability of part-time employees, the Hospital may hire a temporary employee from outside the Hospital for a period not to exceed 6 months.
8. In the event of layoff during this defined period of employment, within the classification, temporary employees from said classification from outside the Hospital will be released.
9. These temporary employees will be members of the part-time bargaining unit(s) and subject to the terms of the part-time collective agreement.
10. Temporary employees from outside the Hospital are not eligible to apply for job postings during this defined period of employment unless such employment will commence after this defined period.
11. The Hospital will advise in writing, the employees filling such temporary employment and the Union, the names, departments, wage rate (as per Article 30) and reasons for filing the vacancy as per Article 30 ( Temporary employment.)

12. The term of six (6) months may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital excluding #1.

13. The Hospital, employee and the CAW committee chairperson(s) will sign a letter outlining the special conditions relating to such employment.

The Hospital will endeavour to place forms and job postings on the meditech system and inform staff that they are available. The process for submission of an application for a job posting shall remain as currently in practice.

30.11 Hospital shall post the name of the successful candidate within 30 days of the close of the job posting. The six month period as referenced in 30.02 shall commence as of the date that the successful applicant's name is posted, but in no event later than the end of the 30 day period in this clause.

### **ARTICLE 31 - STANDBY PAY**

31.01 An employee on Standby will be paid at the rate of two dollars and fifty cents (\$2.50) for each hour of Standby. An employee, who is on Standby and who is called in to work will be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate. The minimum guarantee will be for four (4) hours at time and one-half (1 1/2) their regular straight-time hourly rate. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. This guarantee will not carry through to regularly scheduled hours or scheduled overtime work. The Standby allowance per shift will not remain payable when an employee is called in to work.

31.02 Transportation to and from the Hospital will be paid by the Hospital when an employee on Standby is called to work. The minimum round trip payment will be \$4.00.

### **ARTICLE 32 - PREMIUM PAYMENTS**

32.01 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

### **ARTICLE 33 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 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 and illness. Where an employee is transferred to a position in accordance with the provisions of the collective agreement or is hired by the Hospital, the Hospital shall provide training to the employee relative to their position. It is understood and agreed that this clause is relative to the ability of the employee to safely perform the duties of the position, once having been awarded the position, and in no way is to be interpreted as to mean the Hospital must provide training for any posted position as part of the posting process nor any position where an employee should move through any other provision of the collective agreement.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as members of its Occupational Health and Safety Committee an appropriate number of employees selected or appointed by the Union from amongst bargaining unit employees. One such member shall be a CAW Certified member.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to provide necessary information to enable the Committee to fulfill its functions. The Hospital will share information with the employee/union/relevant others as required by law, as necessary, and is available to the hospital.
- e) 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 chair if required. The Committee shall maintain minutes of all meetings, post such minutes as required and make them available to all committee members.
- f) Any representative appointed or selected in accordance with article 33 will serve as long as they are willing and able to do so. Members of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings in accordance with the Occupational Health and Safety Act (1990) and applicable regulations.
- g) The Union and the Hospital agree to endeavour to obtain the full co-operation of their membership and employees, in the observation of all safety rules and practices.
- h) Where the Hospital deems that protective devices are required, the Hospital will provide them and maintain them in good working order.
- i) The Hospital will allow those identified by legislation or by the inspector to accompany the inspector.
- j) The Hospital will allow access to the workplace as may be required to deal with

issues subject to operational limitations.

- k) It is understood that there are current policies and procedures including educational programs are in place regarding needlestick injuries. The parties agree that needlestick injuries are a serious issue. As new policy and practices are developed by the Hospital, consultation will take place with the Joint Health and Safety Committee

## **ARTICLE 34**

### **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 they have been harassed there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the manager or a CAW Committee person. 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, and remedies under The Ontario Human Rights Code.

The Parties agree that an employee may have a CAW Committee person with them throughout the process, if requested.

### **VIOLENCE IN THE WORKPLACE**

(a) Violence shall be defined as any incident in which an employee is threatened or assaulted during the course of their employment. The Hospital agrees that these incidents will not be condoned in the workplace. Any employee who believes their situation was

abusive shall report this to their immediate supervisor who will make every reasonable effort to rectify the situation.

(b) The parties agree that if incidents involving an aggressive patient or visitor occurs, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of the employee presented in that forum.

(c) The parties further agree that suitable subjects for discussion between the Hospital and the Union Committee will include aggressive patients.

Within three (3) days of being notified that an employee has been assaulted while performing their work, the Occupational Health and Safety Department shall notify the Bargaining Unit President or designate, in writing. The assaulted employee may choose to have their name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

(d) When an employee, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Hospital shall provide for replacement or repair at no cost to the nurse.

The employee will endeavour to present their claim to the Hospital within seven (7) days after the event, unless it was impossible for them to do so during this period.

## **ARTICLE 35 - JOB SECURITY – CONTRACTING OUT**

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

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

To employ the employees thus displaced from the hospital; and

In doing so to stand, with respect 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 Union to that effect.

35.02 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.

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

### **ARTICLE 36 – WORK OF THE BARGAINING UNIT**

36:01 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or an emergency when regular employees are not readily available.

### **ARTICLE 37 – NEW TECHNOLOGY**

37.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

37.02 The Hospital further agrees that the results of their review will be submitted to the Labour Adjustment Committee for its consideration.

### **ARTICLE 38 - GENERAL**

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

38.02 The delegation of nursing skills within the scope of practice of the RPN's shall be in accordance with guidelines established by the College of Nurses of Ontario and any approved Hospital policy.



38.03 The Union shall upon execution of a new collective agreement provide sufficient copies of the collective agreement for all employees of the bargaining units. Upon the presentation of a paid invoice reflecting the reasonable printing cost of such agreements, the Hospital will reimburse the union 50% of this amount.

**ARTICLE 39 – RETROACTIVITY**

39.01 The wage increase shall be effective as of the dates provided in Schedule "A" on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees who have been hired since April 1,2003 into the bargaining units, shall be entitled to a pro-rata adjustment of their remuneration from the date of their employment. The Hospital shall be responsible to issue a direct bank deposit to employees who have left the employment of the Hospital. Where the Hospital is notified that the account has been closed, the Hospital shall contact the employee at their last known address, to advise them of their entitlement. (copy to union) Such employee will have a period of sixty (60) days after the mailing of the notice in which to claim such adjustments, but not thereafter.

Retroactive payment shall be made by separate deposit to the employees so entitled within sixty (60) days from the date of ratification.

Rates will be implemented as indicated in Schedule "A" and retroactive payments will be calculated on regular hours for the appropriate period.

**ARTICLE 40 - DURATION**

40.01 This Agreement shall continue in effect until and including March 31<sup>st</sup>, 2006 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing its desire to amend or terminate this Collective Agreement.

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

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**SIGNED ON BEHALF OF:**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**THE HOSPITAL**

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**THE UNION**

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**LETTER OF UNDERSTANDING**

**(1)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**CASHOUT OF SICK TIME ACCUMULATION**

It is agreed by the parties that except for cause, any employee who has completed five (5) years of continuous full time service shall on termination of employment or death receive one-half (1/2) of the remaining sick leave credits that have not been utilized to top-up sick pay benefits as expressed in Article 23 of the Collective Agreement.

The initial amount will be calculated as of April 30, 1982 and will be reduced by the top-up purposes.

Employees will be provided with a record of size of their frozen sick leave bank once a year.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**(2)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**PAYMENT FOR CPR COURSE FOR PORTERS**

During negotiations the issue of payment for the CPR course for porters was discussed.

The Hospital agrees to continue the present practice of providing for, or paying the course cost of, a course for certification or re-certification for those parties who are required to have completed CPR training. In all cases the course to be taken must be approved by the Hospital.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING****(3)  
BETWEEN:****ST. MARY'S GENERAL  
HOSPITAL, KITCHENER****- and -****CAW LOCAL 302****EXTENDED TOURS AND HYBRID SCHEDULES**

1. Extended tours and hybrid schedule (combination of 7.5 hour and 11.25 hour tours) shall be introduced on any unit when:
  - a) fifty-one percent (51%) of the employees on the unit so indicated by secret ballot;
  - b) each member will have one vote;
  - c) will have a six (6) month trial period before another vote is taken; and
  - d) voting on extended tours may occur once every six (6) months if the unit so desires to implement extended tours.
  
2. Extended tours and hybrid schedule may be discontinued on any unit when:
  - a) fifty-one percent (51%) of the employees on the unit so indicated by secret ballot;
  - b) the hospital may disapprove extended hour schedules:
    - (i) if it adversely affects patient care;
    - (ii) is unable to provide workable staff schedules; and
    - (iii) schedules prove financially unacceptable.
  
3. For employees on extended tours the forty-five (45) day probationary period shall be expressed in hours (i.e.  $45 \times 7.7 = 337.50$  hours) or thirty (30) days for extended tours.

4. Employees working extended tours will be governed by the following:

Hours of work	12 hours
Hours paid	11.25 hours
Overtime	Paid at 1½ times regular rate after 11.25 hours per shift
Lunch and rest periods	45 minutes paid 45 minutes unpaid
First shift of the day	Nights
Shift premium	as per the Collective Agreement
Statutory Holidays	<u>Full-time statutory worked:</u> 11.25 hours at 1½ times regular rate plus 7.5 hours lieu day at regular rate  <u>Part-time statutory worked:</u> 11.25 hours at 2½ times regular rate.  <u>Full-time statutory not worked:</u> 7.5 hours at regular rate.  <u>Part-time statutory not worked:</u> as per the Collective Agreement
Sick time	Pro-rated on an hourly basis - 562.2 hours
Vacation	Pro-rated on an hourly basis (e.g. 3 weeks vacation = 112.5 hours = extended tours)

5. Shall not be required to work more than three (3) consecutive extended tours without days off. If required to work more than three (3) consecutive tours, the Hospital will pay premium payment in accordance with Article 17:05 of the Collective Agreement for every consecutive day worked, following the third consecutive day worked.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING**

**(4)  
BETWEEN:**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

- and -

**CAW LOCAL 302**

**RE: Job Sharing for Registered Practical Nurses and OR Techs**

1. Job sharing is defined as an arrangement whereby two RPNs or OR Techs share the hours of work of what would otherwise be one full-time position.
2. The RPNs or OR Techs 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. The total number of job shared positions Hospital wide will be up to a maximum of eight (8) positions with a maximum of 2 positions on any single nursing unit. This number may be increased or decreased with the consent of the Union and the Hospital.
4. Where the arrangement arises because of the desire of an incumbent full-time nurse to share her position, she may simply choose to do so without having her half of the job posted. However, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
5. If one of the job sharers leaves the arrangement, her position will be posted. If there is not a successful applicant to the position, the shared position must revert to a full-time position. The remaining RPN will have the option of continuing in the original full-time position. If she does not choose to fill the position, as a full-time employee, the position shall be posted.

**SCHEDULING**

1. Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position, such schedule shall conform to the scheduling provisions of the Full Time Collective Agreement.
2. Total hours scheduled by the job sharers shall equal one full-time position. Job sharers will have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule had been posted must conform to the department policy or practice.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

- 3. Job Sharers will be offered work when neither is scheduled to work and in accordance with the call in process as per 17.17(d). If the job share partner is working and no replacement is available to work the shift it may be offered to the job share.

**COVERAGE**

It is expected that both job sharers will cover each other's incidental absences. If, because of unavoidable circumstances, one cannot cover 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.

**DISCONTINUANCE**

The Hospital may discontinue individual job sharing positions for valid reasons with sixty (60) day's notice to the job-sharing employees. Prior to the discontinuance of individual job shared positions, problems will be discussed with the Negotiating Committee.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING**

**(5)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**RE: Replacing Staff**

When it is necessary to replace staff it should be done classification for classification on the unit on the following basis:

- (1) Offer to part time first, on the unit, not working using the criteria set out in Article 17.17 (a)
- (2) Access to Meditech Library ( Availability)
- (3) Part time staff (including job sharers) throughout the Hospital may be canvassed prior to offering overtime.
- (4) Offer overtime to full-time on the unit not working, by seniority.
- (5) Offer overtime to full-time working on the unit, by seniority.
- (6) Offer overtime to part-time working on the unit, by seniority.
- (7) Should it become necessary to "order in" such process shall commence with the most junior part-time on the unit.

Part-time staff are requested to declare their availability for unscheduled tours under the Meditech Library (Availability)

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**(6)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**RE: Initiating Short Term Layoffs**

1. Cancellations are deemed to be a layoff.
2. When canceling, employees must be allowed to exercise their bumping rights if they are unwilling to take voluntary lay-off, unpaid leave or vacation.
3. Short-term layoffs being initiated should affect part-time employees prior to effecting full-time employees, however, part-time employees should not be laid off and then their position filled with a full time employee. The only exemption to this would be where a part-time employee is doing temporary full-time in which case the full-time employee being affected would displace the part-time employee.
4. Short-term layoffs are to be done on a full-time to full-time, part-time to part-time basis and a shift to shift basis.
5. On short-term layoffs an employee can only bump an employee in a position where they are deemed to be able to perform the duties of the lower or identical classification.
6. Where a twelve-hour employee bumps the most junior employee and such employee is scheduled for eight hours, and then they will work eight hours and are not entitled to a further bump to guarantee twelve hours.
7. An employee who reports for work, not having been previously notified not to report to work, at their scheduled starting time shall be given employment at any work made available or pay in lieu thereof on the basis of fifty percent (50%) of the normal pay that would have been earned by them as determined by the Hospital to a maximum of four (4) hours pay at their normal rate. The Hospital does not consider this a layoff therefore employees who fall into this category do not have the right to bump.
8. When a need arises and there are employees on short-term layoff, then those employees must be given the opportunity to pick up these needs on a full-time to full-time and a part-time to part-time basis.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**(7)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**RE: Short-term Bumping**

For the purpose of short-term bumping due to day to day cancellations, the following defines a day, evening and night shift as well as the procedure to be followed when an employee requests to bump.

**DAY SHIFT** – is defined as a shift where the majority of hours scheduled fall before 1500 hours.

**EVENING SHIFT** – is defined as a shift where the majority of hours scheduled fall between 1500 and 2300 hours.

**NIGHT SHIFT** – is defined as a shift where the majority of hours scheduled fall between 2300 hours of one day to 0730 the following day.

**A SHIFT BEGINNING AT 1100 HOURS AND CONCLUDING AT 1900 HOURS** is considered to be an evening shift.

**12-HOUR SHIFTS** are considered to be day and night shifts.

When bumping, an employee must bump the most junior person scheduled to work within the shift that they were cancelled from as defined above and within their job classification whose duties they are deemed qualified to perform but not necessary having the same start time or the same number of hours.

Changes in schedules resulting from cancellations and subsequent bumping will not result in premium pay.

The parties agree that the terms and procedures as set out above are in no way meant to prejudice the terms and conditions of the current Collective Agreement.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

LETTER OF UNDERSTANDING

(8)  
BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

-and -

CAW LOCAL 302

**RE: Layoff Rights**

The parties agree that full-time staff in receipt of layoff notice who take part-time vacancies will not relinquish their rights to recall under the Full Time Collective Agreement.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

**THE HOSPITAL**

**THE UNION**

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LETTER OF UNDERSTANDING

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

(9)  
BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

- and -

CAW LOCAL 302

During negotiations, the parties discussed the rates being paid to Mike McKelvie and Paul Becker. It was agreed by the parties that these two individuals would receive .20 cents per hour on ratification and .20 cents on March 31, 2003 in addition to the general wage increase for their classification.

It was further agreed that the rates for the Classification(s) of Carpenter and Maintenance 'B' would change by the negotiated settlement of .40 cents in each year of the Collective Agreement.

The parties agreed that this would maintain the requirements of pay equity.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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LETTER OF UNDERSTANDING

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

(10)  
BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

- and -

CAW LOCAL 302

During negotiations for a first collective agreement, the parties discussed the issue of Workplace Harassment.

In keeping with our commitment to address this issue, during the term of this Collective Agreement, the Hospital will invite CAW participation , in the development/amendment of a Hospital wide Harassment Policy.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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LETTER OF UNDERSTANDING

(11)  
BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

Employer: \_\_\_\_\_

Union: \_\_\_\_\_



- and -

**CAW LOCAL 302**

**VIOLENCE AGAINST WOMEN**

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

Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING  
(12)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

- and -

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**CAW LOCAL 302**

**Re: Commitment and continuing education**

Where an employee advises the Hospital that they wish to pursue training as an RPN or a Registered Nurse the Hospital may grant the employee relief from their commitment under the terms of the Collective Agreement.

The employee may then advise the Hospital of shifts where they maybe available, and the Hospital will attempt to set a satisfactory schedule in place.

Where the employee agrees to undertake this schedule, and subsequently fails to meet this amended commitment, the Hospital may remove them entirely from the schedule and request that they meet the required commitment under the collective agreement.

Where the employee is then unable or unwilling to meet this commitment, their employment shall be deemed to have terminated.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING  
(13)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**Re: Committee RPNs**

There shall be a committee composed of RPNs selected by the Union and Hospital

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

representatives for the purpose of dealing with the scope of practice of the RPN in accordance with guidelines established by the College of Nurses of Ontario and any approved Hospital Policy.

The committee shall be comprised of up to two RPNs and up to two Hospital representatives.

Employees will be reimbursed at straight time for all hours spent at meetings of this committee.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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LETTER OF UNDERSTANDING  
(14)  
BETWEEN:

ST. MARY'S GENERAL  
HOSPITAL, KITCHENER

- and -

CAW LOCAL 302

Re: Scheduling task force

During negotiations for a first collective agreement, the parties discussed many issues surrounding the scheduling of staff.

During the term of this collective agreement, the parties agree to establish a task force to review

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

scheduling issues.

The task force members will include the four chairpersons of the CAW bargaining units and an equivalent number of representatives selected by the Hospital. Time spent on this committee will be paid by the Hospital.

Terms of reference for this task force shall be as follows;

- (1) To review staffing practices on inpatient care areas.
- (2) To obtain staff input into staffing issues.
- (3) To analyze available data. ( e.g call in lists)
- (4) To review staffing patterns at other institutions with a view to determine best practices.
- (5) To make recommendations concerning staffing that meet the requirements of the hospital while optimizing staff satisfaction concerning scheduling.
- (6) The scheduling committee will meet, following the ratification of this collective agreement, with employees responsible for departmental scheduling to discuss issues relating to the changes to the collective agreement provisions that apply to scheduling and the needs of the departments. Time so spent in this meeting shall be compensated at the employee's straight time hourly rate. The union will advise the Human Resources Department when this meeting is to be scheduled. Managers may attend this meeting to ensure uniformity of interpretation and application.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.**

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING  
(15)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**Re: Bulletin Boards**

The hospital will permit the CAW to post appropriate notices or information on the current cork boards in staff rooms on 700, 600, 500, and 3. The present board at the Cafeteria will remain in place.

The Hospital and the union agree to discuss this issue further during the term of the agreement with a view to co-ordinate with changes with construction and the apparent needs.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING**

(16)  
**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

- and -

**CAW LOCAL 302**

**NATIONAL DAY OF MOURNING**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

During negotiations the parties discussed a suitable means to observe the "National Day of Mourning" in recognition of those killed on the job throughout the country.

During the term of this agreement the Union and the Hospital shall meet to develop a suitable memorial service. Spiritual Care Services will be involved and make suggestions on a suitable venue.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

THE HOSPITAL

THE UNION

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**LETTER OF UNDERSTANDING**

(17)

**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

During negotiations the parties discussed the classification of Rehab. Aide. Recognizing the increasing nature of the training required for this position the parties agreed to add the classification of PT/OT Assistant to the Collective agreement and established a rate for

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

this new classification.

The parties agreed that Maureen Grenia and Paula Hicknell, the present incumbents of the Rehab. Aide position, will receive the rate equivalent to the new rate for the PT/OT Assistant. The parties further acknowledge that using the title PT/OT Assistant is governed by the College of Physiotherapists of Ontario, and will conform with the guidelines provided by the College.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

THE HOSPITAL

THE UNION

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**LETTER OF UNDERSTANDING**

(18)  
**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

Re: Uniform Allowance Clerical Staff

The following departments and/or position will be expected to wear uniforms and therefore will be entitled to uniform allowance.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

Departments

Central Registry  
Medical Records

Positions

Pharmacy Clerk  
Lab Clerk  
EEG Clerk  
Physiotherapy Clerk  
Communications Clerks (excluding emergency department clerks)

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING**

(19)  
**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**4 Hour Shifts**

During negotiations the parties discussed the utilization of shifts of less than 4 hours in length. The hospital recognizes that a shift shorter than 4 hours is inconvenient to a staff member. The union recognizes that in some limited circumstances the Hospital may require a shift of less than 4 hours to meet a specific need.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_



Therefore the parties agree that the shifts in place at the present time of less than 4 hours in length ( dietary and pharmacy ) may continue.

0

In the event that the Hospital requires such a shift, it will meet with the Union committee to discuss the reasons for such a shift and the parties will discuss options to meet the needs of the schedule.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

THE HOSPITAL

THE UNION

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**LETTER OF UNDERSTANDING**

(20)  
**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

- and -

**CAW LOCAL 302**

**Qualifications and Job Postings**

Where a job posting is to contain a qualification that may not have been posted for the job in prior postings, the Hospital will advise the appropriate committee person and provide an explanation as to why the change is necessary, prior to the position being posted.

DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**THE HOSPITAL**

**THE UNION**

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**LETTER OF UNDERSTANDING  
(21)  
BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**ERGONOMIC ISSUES**

Members of the Safety Committee shall review any ergonomic issues that should arise.

Where it is necessary to perform a physical demands analysis of any position, the Hospital shall arrange to provide such an analysis.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.**

**THE HOSPITAL**

**THE UNION**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

(22)

**BETWEEN:**

**ST. MARY'S GENERAL  
HOSPITAL, KITCHENER**

**- and -**

**CAW LOCAL 302**

**TRANSCRIPTIONIST WORKING AT HOME**

1. The purpose of these Guidelines is to provide employees within the Medical Transcriptionist classification with an outline of the terms covering the opportunity to voluntarily perform assigned duties in their own home. All provisions of the Collective Agreement remain in effect.
2. The Hospital has the right to designate, increase or decrease the number of work at home opportunities. Notwithstanding it is understood and agreed that the Hospital will not exceed 10ft and 5pt positions during the term of the current collective agreement. In the event that volume should necessitate an increase to these numbers, the Hospital will notify the union and the parties will meet to discuss what options are available to complete the required work. Where the hours or schedule of present incumbents cannot be increased to accommodate the increased volume, the parties will consider

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

increasing the number of staff working from home prior to contracting such work to an independent supplier.

3. A work at home situation, may be terminated for any of the following reasons:
- the employee ceases employment, or
  - the employee's incumbent position changes, or
  - by a decision by the Hospital to discontinue, or
  - by an employee requesting to discontinue

In the event it is to be discontinued it will be done so as soon as possible but in no event lesser than 90 calendar days.

4. Employee participation in a work at home arrangement is voluntary.
5. The employee participating in the work at home arrangement will not contravene any applicable employment statutes. Further, it is the responsibility of the employee participating in the work at home agreement to ensure said agreement does not contravene any municipal by-laws. The Hospital will not provide completed T2200 "Declaration of Conditions of Employment."
- 6.
- a) The Occupational Health and Safety Committee Chair and representatives of Occupational Therapy will perform an initial inspection of the work at home space and an annual inspection thereafter. Inspections will ensure specific health and safety and ergonomic provisions are met in accordance with St. Mary's General Hospital standards and the Occupational Health and Safety Act. The Occupational Health and Safety Committee shall provide a schedule of planned inspections to the Chair(s) of CAW Local 302 ( Clerical).
- b) The employee will maintain a designated work space distinct from other areas of the home. The employee will remain entirely responsible for the nature, condition and control of the home work space, and be liable for injuries to others, including third parties and / or members of the employee's family, in the employee's premises. In the event that the work at home arrangement causes an incremental increase in the employee's insurance rate, and such increase can be separately identified in the premium, the Hospital will reimburse this amount to the employee.
- c) Any accident or injury to the employee that occurs during the agreed work hours, in designated work space, and arises out of the performance of work for the Hospital will be considered as an on-duty accident and so reported in accordance with St. Mary's General Hospital and the Workplace Safety and Insurance Act.
- d) The Hospital retains the right to make on site inspections of the designated work area to ensure that the safe and secure working conditions exist and for the purpose of servicing or retrieving Hospital property.
- 7.
- a) The employee will provide their own workstation which meets ergonomic standards and

is satisfactory to the Hospital. The Hospital does not assume liability for damage, loss or wear of employee-owned equipment. In the event that the employee is unable or unwilling to provide a suitable workstation, the Hospital will provide a basic work station that meets its requirement. Such workstation shall remain the property of the Hospital and shall be returned to the Hospital upon the termination or change in status of the employee.

- b) The Hospital will provide all other equipment and materials that would normally be provided to an employee while working in the Hospital. This equipment and materials will be serviced by the Hospital, remain the property of the Hospital and be returned to the Hospital when the employee's work at home arrangement terminates. All equipment and materials provided by the Hospital, will not be used for any other purpose than in the performance of said employees' assigned duties. If after the commencement of a work at home arrangement, the Hospital determines that other supplies or resources are required by the employee to perform the function(s), these will be supplied by the Hospital at no cost to the employee.
- c) The employee will be responsible for reporting to the Manager (or designate ) any problems with Hospital-owned equipment. The Hospital will be responsible for maintenance of equipment. The Hospital will ensure that the Hospital-owned equipment is replaced or repaired within a reasonable period of time.
- d) Where an employee participating in a work at home arrangement is unable to perform their assigned duties due to equipment failure, the employee will notify the Hospital to make alternate arrangements to ensure that the minimum productivity standards are met. This will include working on site at the Hospital as needed.
- e) The employee is responsible for the implications and any related costs associated with home insurance policies and ensure the protection and security of all Hospital-owned equipment and materials.( subject to item 6(b) above)

8.

- a) Scheduled hours are flexible but must be pre-arranged and approved by the Director, Information Systems ( or designate ). Shift assignment will be according to the assignment made by the Hospital. If the employee chooses to work hours other than those scheduled, during the day no premium(s) would be payable. Notwithstanding the foregoing hours must comply with the scheduling provisions of the Collective Agreement (7.5 hours per day, 37.5 hours per week ).
- b) The Hospital may require the employee to work in the Hospital from time to time.
- c) The employee will communicate with the Director (or designate ), as required and will be responsible for attending Department Meetings.
- d) Employees participating in the work at home agreement will continue to follow all

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

departmental and hospital policies, including reporting illness, requesting vacations etc.

e) Workstations, in the home, must be located in a private area, with limited access. The “ Pledge of Confidentiality “, preserving all patient information remains in effect at all times and the employee working at home must always be diligent in preserving the complete confidentiality of all information. In turn, the Hospital agrees to maintain confidentiality concerning employees working at home locations recognizing that their Union representative must be aware of this arrangement and subject to the provision for inspection by the Joint Occupational Health and Safety Committee

9.

a) Employees participating in the work at home arrangement will be responsible for the transcription of dictated reports as per job description.

b) Employees working at home will be responsible for maintaining the productivity standards established by the Medical Transcription Department.

c) Employees may not ask family members, friends or others to perform their work. This would violate the spirit of this arrangement and not comply with the need for confidentiality.

10. The employee must continue to check bulletin and posting boards located at the Hospital and the Hospital has no obligation to ensure the employee has checked the boards.

11. Employees participating in the work at home arrangement are expected to make suitable arrangements during scheduled working hours to ensure that personal responsibilities do not conflict with work responsibilities. The work from home arrangement is intended to provide an enhanced opportunity for some flexibility for staff and a recruitment incentive for the Hospital and is not intended as a replacement for childcare or other personal responsibilities.

12. This arrangement does not change the employee / employer relationship and is not an employment contract and may not be construed as such. It outlines a “ working in the home “ arrangement and the associated responsibilities.

13. The Hospital and union may agree to add to / or modify these guidelines as required after this arrangement has been assessed.

**DATED AT KITCHENER, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.**

**THE HOSPITAL**

**THE UNION**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

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**SCHEDULE "A" OCCUPATIONAL  
CLASSIFICATIONS AND WAGE RATES  
SERVICE EMPLOYEES**

CLASSIFICATION	START	FT PT	1 YR 825HRS	2YR 1650HRS	3YR 3300HRS	4YR 4950HRS
<b>Nursing R.P.N.</b>						
1-Oct-02	21.25		21.32	21.37	21.57	21.80
1-Apr-03	21.89		21.96	22.01	22.22	22.45
1-Apr-04	22.54		22.62	22.67	22.88	23.13
1-Apr-05	23.22		23.30	23.35	23.57	23.82
<b>R.P.N. - O.R. Technician</b>						
1-Oct-02	21.37		21.48	21.56	21.75	21.97
1-Apr-03	22.01		22.12	22.21	22.40	22.63
1-Apr-04	22.67		22.79	22.87	23.07	23.31
1-Apr-05	23.35		23.47	23.56	23.77	24.01
<b>Nursing Ass't.(Non-Reg.)</b>						
1-Apr-02	17.43		17.51	17.56	17.74	17.97
1-Apr-03	17.95		18.04	18.09	18.27	18.51
1-Apr-04	18.49		18.58	18.63	18.82	19.06
1-Apr-05	19.05		19.13	19.19	19.38	19.64
<b>OR Attendant</b>						
1-Apr-02	15.78		15.88	15.94	16.11	16.23
1-Apr-03	16.25		16.36	16.42	16.59	16.72
1-Apr-04	16.74		16.85	16.91	17.09	17.22
1-Apr-05	17.24		17.35	17.42	17.60	17.73
<b>Instrument Attendant</b>						
1-Apr-02	15.78		15.88	15.94	16.11	16.23

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Supply Assistant 1

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Supply Assistant II

1-Apr-02	15.87	15.96	16.17	16.21	16.35
1-Apr-03	16.35	16.44	16.66	16.70	16.84
1-Apr-04	16.84	16.93	17.15	17.20	17.35
1-Apr-05	17.34	17.44	17.67	17.71	17.87

## Sorter-Folder

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Aide

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Porter

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Cafeteria Assistant

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73



## Clerk

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Cook

1-Apr-02	17.32	17.40	17.49	17.63	17.75
1-Apr-03	17.84	17.92	18.01	18.16	18.28
1-Apr-04	18.37	18.46	18.56	18.70	18.83
1-Apr-05	18.93	19.01	19.11	19.26	19.40

## Second Cook-Cook Baker

1-Apr-02	15.95	16.05	16.10	16.31	16.42
1-Apr-03	16.43	16.53	16.58	16.80	16.91
1-Apr-04	16.92	17.03	17.08	17.30	17.42
1-Apr-05	17.43	17.54	17.59	17.82	17.94

## Head Cleaner

1-Apr-02	16.04	16.11	16.16	16.33	16.45
1-Apr-03	16.52	16.59	16.64	16.82	16.94
1-Apr-04	17.02	17.09	17.14	17.32	17.45
1-Apr-05	17.53	17.60	17.66	17.84	17.98

## Head Aide

1-Apr-02	15.49	15.56	15.60	15.80	15.92
1-Apr-03	15.95	16.03	16.07	16.27	16.40
1-Apr-04	16.43	16.51	16.55	16.76	16.89
1-Apr-05	16.93	17.00	17.05	17.27	17.40

## Cleaner

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## ESP Environmental Support Person

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Morgue Attendant

1-Apr-02	16.41	16.50	16.56	16.75	16.96
1-Apr-03	16.90	17.00	17.06	17.25	17.47
1-Apr-04	17.41	17.50	17.57	17.77	17.99
1-Apr-05	17.93	18.03	18.10	18.30	18.53

## Carpenter

1-Apr-02	17.93	17.99	18.07	18.27	18.45
1-Apr-03	18.47	18.53	18.61	18.82	19.00
1-Apr-04	19.02	19.09	19.17	19.38	19.57
1-Apr-05	19.59	19.66	19.75	19.96	20.16

## Maintenance "B" including Painter

1-Apr-02	17.87	17.95	18.01	18.17	18.30
1-Apr-03	18.41	18.49	18.55	18.72	18.85
1-Apr-04	18.96	19.04	19.11	19.28	19.41
1-Apr-05	19.53	19.61	19.68	19.85	20.00

## Helper

1-Apr-02	16.83	16.88	16.97	17.13	17.30
1-Apr-03	17.33	17.39	17.48	17.64	17.82
1-Apr-04	17.85	17.91	18.00	18.17	18.35
1-Apr-05	18.39	18.45	18.54	18.72	18.90

## Stock Clerk

1-Apr-02	15.90	15.94	16.05	16.20	16.35
1-Apr-03	16.38	16.42	16.53	16.69	16.84
1-Apr-04	16.87	16.91	17.03	17.19	17.35
1-Apr-05	17.37	17.42	17.54	17.70	17.87

## PT/OT Aide

1-Jul-02	17.56	17.92	18.00	18.18	18.39
1-Apr-03	18.09	18.46	18.54	18.73	18.94
1-Apr-04	18.63	19.01	19.10	19.29	19.51
1-Apr-05	19.19	19.58	19.67	19.87	20.10

## Stockkeeper

1-Apr-02	16.99	17.11	17.23	17.28	17.47
1-Apr-03	17.50	17.62	17.75	17.80	17.99
1-Apr-04	18.02	18.15	18.28	18.33	18.53
1-Apr-05	18.57	18.70	18.83	18.88	19.09

## Stores Clerk

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

1-Apr-02	16.24	16.33	16.39	16.56	16.68
1-Apr-03	16.73	16.82	16.88	17.06	17.18
1-Apr-04	17.23	17.32	17.39	17.57	17.70
1-Apr-05	17.75	17.84	17.91	18.10	18.23

## Shipper &amp; Receiver

1-Apr-02	16.24	16.33	16.39	16.56	16.68
1-Apr-03	16.73	16.82	16.88	17.06	17.18
1-Apr-04	17.23	17.32	17.39	17.57	17.70
1-Apr-05	17.75	17.84	17.91	18.10	18.23

## Central Porter

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Fracture Room Attendant

1-Apr-02	17.21	17.30	17.39	17.55	17.76
1-Apr-03	17.73	17.82	17.91	18.08	18.29
1-Apr-04	18.26	18.35	18.45	18.62	18.84
1-Apr-05	18.81	18.90	19.00	19.18	19.41

## Aide 1

1-Apr-02	15.78	15.88	15.94	16.11	16.23
1-Apr-03	16.25	16.36	16.42	16.59	16.72
1-Apr-04	16.74	16.85	16.91	17.09	17.22
1-Apr-05	17.24	17.35	17.42	17.60	17.73

## Electrician

31-Mar-03	20.38
1-Apr-03	20.99
14-Oct-03	21.24
1-Apr-04	22.14
1-Apr-05	22.80

## Maintenance "A"

31-Mar-03	19.38
1-Apr-03	19.96
14-Oct-03	20.22
1-Apr-04	21.08
1-Apr-05	21.72

## Plumber

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

92

31-Mar-03	20.38
1-Apr-03	20.99
14-Oct-03	21.24
1-Apr-04	22.14
1-Apr-05	22.80

Lead Hand (C.S.R.)

1-Apr-02	17.21	17.30	17.39	17.55	17.76
1-Apr-03	17.73	17.82	17.91	18.08	18.29
1-Apr-04	18.26	18.35	18.45	18.62	18.84
1-Apr-05	18.81	18.90	19.00	19.18	19.41

**SCHEDULE "B"  
OCCUPATIONAL  
CLASSIFICATIONS AND WAGE  
RATES**

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

**CLERICAL**

CLASSIFICATION	START FT PT	STEP 1 1650HRS	STEP 2 3300HRS	STEP 3 4950HRS	
<b>File Clerk Transcription</b>					
	2-Jun-02	15.425	15.727	16.029	16.330
	1-Apr-03	15.888	16.199	16.510	16.820
	1-Apr-04	16.364	16.685	17.005	17.324
	1-Apr-05	16.855	17.185	17.515	17.844
<b>Clerk Printing</b>					
	2-Jun-02	15.727	16.039	16.352	16.694
	1-Apr-03	16.199	16.520	16.843	17.195
	1-Apr-04	16.685	17.016	17.348	17.711
	1-Apr-05	17.185	17.526	17.868	18.242
<b>File Clerk Radiology</b>					
	2-Jun-02	15.768	16.070	16.372	16.694
	1-Apr-03	16.241	16.552	16.863	17.195
	1-Apr-04	16.728	17.049	17.369	17.711
	1-Apr-05	17.230	17.560	17.890	18.242
<b>Data Entry Clerk</b>					
	2-Jun-02	15.800	16.091	16.392	16.694
	1-Apr-03	16.274	16.574	16.884	17.195
	1-Apr-04	16.762	17.071	17.390	17.711
	1-Apr-05	17.265	17.583	17.912	18.242
<b>Pharmacy Clerk</b>					
<b>Purchasing Clerk</b>					
	2-Jun-02	15.935	16.278	16.622	16.966
	1-Apr-03	16.413	16.766	17.121	17.475
	1-Apr-04	16.905	17.269	17.634	17.999
	1-Apr-05	17.413	17.787	18.163	18.539
<b>Clerk</b>					
<b>Housekeeping Linen</b>					
<b>Laboratory</b>					
<b>Radiology</b>					
<b>Rehabilitation Services</b>					
<b>Ambulatory Clinic</b>					

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

## Switch Board Operator

2-Jun-02	15.998	16.310	16.642	16.966
1-Apr-03	16.478	16.799	17.141	17.475
1-Apr-04	16.972	17.303	17.655	17.999
1-Apr-05	17.481	17.822	18.185	18.539

## Microfilm Clerk

2-Jun-02	16.039	16.341	16.653	16.966
1-Apr-03	16.520	16.831	17.153	17.475
1-Apr-04	17.016	17.336	17.667	17.999
1-Apr-05	17.526	17.856	18.197	18.539

## Admitting Clerk

Clerk Pre-admitting

Secretary Nuclear Medicine

Secretary Pathology

2-Jun-02	16.726	17.070	17.413	17.777
1-Apr-03	17.228	17.582	17.935	18.310
1-Apr-04	17.745	18.110	18.473	18.860
1-Apr-05	18.277	18.653	19.028	19.425

## Accounts Payable Clerk

Cashier

Clerk Medical Records

2-Jun-02	16.810	17.122	17.434	17.777
1-Apr-03	17.314	17.636	17.957	18.310
1-Apr-04	17.834	18.165	18.496	18.860
1-Apr-05	18.369	18.710	19.051	19.425

## Accounts Receivable

Billing Clerk

2-Jun-02	16.850	17.152	17.454	17.777
1-Apr-03	17.356	17.667	17.978	18.310
1-Apr-04	17.876	18.197	18.517	18.860
1-Apr-05	18.412	18.742	19.072	19.425

Booking Clerk OR

2-Jun-02	17.392	17.672	18.058	18.433
1-Apr-03	17.914	18.202	18.600	18.986
1-Apr-04	18.451	18.748	19.158	19.556
1-Apr-05	19.005	19.311	19.732	20.142

Health Records Technician

2-Jun-02	17.678	18.072	18.458	18.833
1-Apr-03	18.208	18.614	19.012	19.398
1-Apr-04	18.755	19.173	19.582	19.980
1-Apr-05	19.317	19.748	20.170	20.579

- Clerk Operating Room
- Client Support/Clerical Worker
- Medical Sec't Admin
- Medical Steno Medical Records
- Registration Bed Allocator
- Secretary - EEG/Occupation
  - Fundraising
  - Lifeline
- Technical Clerk Eng. Services
  - Pastoral Care
  - Sexual Assault
  - Social Services
  - Volunteer Education
- St. Mary's Counselling(YASAC)

2-Jun-02	17.392	17.746	18.089	18.433
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Employer: \_\_\_\_\_

Union: \_\_\_\_\_

1-Apr-03	17.914	18.278	18.632	18.986
1-Apr-04	18.451	18.827	19.191	19.556
1-Apr-05	19.005	19.392	19.766	20.142

## Communication Clerk

31-Mar-03	17.792	18.146	18.489	18.833
1-Apr-03	18.326	18.690	19.044	19.398
1-Apr-04	18.876	19.251	19.615	19.980
1-Apr-05	19.442	19.829	20.203	20.579

## Clerical Float

Depends upon assignment

## Health Records Administrator

2-Jun-02	21.512	22.012	22.502	22.990
1-Apr-03	22.157	22.672	23.177	23.680
1-Apr-04	22.822	23.353	23.872	24.390
1-Apr-05	23.507	24.053	24.589	25.122