

COLLECTIVE AGREEMENT

-between-

**ST. JOSEPH'S CARE GROUP
ST. JOSEPH'S HOSPITAL**

-and-

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



AND ITS LOCAL 229

FULL TIME AND PART TIME SERVICE UNITS

Expiry: October 10, 2014

12884 (05)

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

See the Local Provisions Appendix L2.

ARTICLE 3 – MANAGEMENT RIGHTS

See the Local Provisions Appendix L3.

ARTICLE 4 – DEFINITIONS

See the Local Provisions Appendix L4.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

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

5.03 Access to Premises

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

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

5.04 Data to be supplied to the Union/Employee Lists

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

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

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

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

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

5.08 Access to Personnel File

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

ARTICLE 6 – NO DISCRIMINATION

6.01 No Discrimination

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

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

ARTICLE 7 – WORKPLACE HARASSMENT

7.01 Workplace Harassment

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

the *Ontario Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment. ref. Ontario Human Rights Code, Sec. 10(1).

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

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

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

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

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

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

ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES

9.01 Committee Meetings

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

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to (as defined in the local provisions under L9) union representatives selected/elected by the union who have completed their probationary period. The grievor will be entitled to attend any meeting pertaining to his/her grievance. A general

representative of the union may be present at any meeting of the grievance committee. The purpose of the committee is to deal with grievances as set out in this collective agreement.

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

9.03 Union Stewards

- (a) The Hospital agrees to recognize Union Committee members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Unit Chairperson may be appointed or elected. The Unit Chairperson may, in the absence of any Committee member, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union Committee members have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Committee member is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Union Committee member shall again report to his immediate supervisor. A Union Committee member shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent are to be determined locally. *(See Local Provisions Appendix L9)*
- (g) Official CAW steward lapel pins may be worn by stewards that have been confirmed in writing to the corporation by the Union.

9.04 Central Bargaining Committee

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

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

An employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to a maximum of ten (10) days.

For greater clarity, central bargaining and the utilization of the paid time for the Union's Central Negotiating Committee members shall not commence until:

- (a) The local parties reach a mutually agreed upon settlement; or,
- (b) An impasse is reached between the union and the hospital at the local level.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be twelve (12).

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

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

9.05 Local Negotiating Committee

- (a) The Hospital agrees to recognize (*as defined in the local provisions under L9*) number of Negotiating Committee members as outlined in the local appendix to represent their respective bargaining units. This committee shall be comprised of the unit chairperson in addition to (*as defined in the local provisions under L9*) number of committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.
- (b) Where the Hospital participates in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local issues as defined by the central parties.
- (c) Where the Hospital does not participate in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to and including conciliation. Hours compensated during negotiations will be credited towards part-time employees seniority in accordance with this article.
- (e) Nothing in this provision is intended to preclude the Local Negotiating Committee from having the assistance of any CAW National or Local representatives when engaged in local negotiations with the Hospital.

9.06 Labour/Management Committee

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

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

- 9.07 It may become necessary for the Employer to meet with the Unit Chairperson or alternate to discuss matters arising out of the administration of the Collective Agreement as well as other labour-management issues.

Where the Employer requests such meetings and the meetings are scheduled outside of the Unit Chairperson or alternate's scheduled hours of work, then the

Employer will compensate the Unit Chairperson or alternate for time spent at such meetings. Such compensation shall be in the form of payment at the Unit Chairperson or alternate's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of (as defined in local provisions under L9) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Unit Chairperson or alternate will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Unit Chairperson's or alternate's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Unit Chairperson's or alternate's Manager will consider such request. If approved, then the Manager and the Unit Chairperson or alternate will mutually agree on when the time will be taken.

9.08 Union Representatives

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

9.09 Union Chairperson

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

ARTICLE 10 – ADMINISTRATION OF DISCIPLINE

10.01 Administration of Discipline

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

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

10.02 Letters of Reprimand

The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of

matters which occurred more than eighteen (18) months prior to the date of the matters under current consideration (this date being the date upon which discipline is originally imposed), except in circumstances where disciplinary action of related matters has occurred within the eighteen (18) month period. Leaves of absences in excess of 30 calendar days will not count toward the eighteen (18) month period.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 11.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 11.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a *committee member* if she so desires.

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

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

Step 1

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

Step 2

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

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

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

11.04 Policy Grievance

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

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

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

11.05 Group Grievance

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

11.06 Discharge/Suspension Grievance

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

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

- (a) confirming the Hospital's action in suspending or discharging the employee, or

- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

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

ARTICLE 12 – ARBITRATION PROCEDURE

12.01 (i) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- (ii) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (i) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

12.02 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

12.03 (i) The parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

- (ii) Where the parties do not agree to use a sole arbitrator as provided in (i) above, either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt

to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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

ARTICLE 13 – SENIORITY

13.01 Probationary Period

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

probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

13.02 Definition of Seniority

Full-Time

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

Seniority will operate on a bargaining unit wide basis.

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

Part-Time

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

Seniority will operate on a bargaining unit wide basis.

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

13.03 Transfer of Service and Seniority

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

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

- (c) If at any time the seniority of a part-time employee is to be compared with the seniority of a full-time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full-time seniority on the basis of 1725 hours worked as one year. Notwithstanding, at no time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent.

13.04 Loss of Seniority

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

- (a) the employee quits or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for forty-eight (48) months;
- (f) the employee fails, upon being notified of a recall, to signify her intention to return within five (5) working days after she has received the notice of recall through registered mail addressed to the last address on the records of the Hospital, and fails to report to work within ten (10) working days after she has received the notice of recall;

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

13.05 Effect of Absence

((a), (b) and (c) of the following clause are applicable to Full-Time only):

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or

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

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

- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Part-Time

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

For leaves which commence on or after the date of ratification, notwithstanding this provision, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to illnesses greater than six (6) weeks or a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

13.06 Transfer to Positions Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of up to twelve (12) months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the

time of transfer and resume accumulation from the date of her return to the bargaining unit.

13.07 Transfer at Instance of Hospital

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

13.08 Transfer at Request of Employees

See the Local Provisions Appendix L13.

ARTICLE 14 – JOB SECURITY

14.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Labour Adjustment Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Labour Adjustment Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Labour Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives is to be

determined locally, and shall consist of at least two representatives from each party.

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

14.02 Notice of Lay-off

(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital shall:

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

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

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

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

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

14.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 14.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

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

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

- (c) A full-time employee who has completed one year of service and
- (i) whose lay-off is permanent, or
 - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. 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 still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

14.04 Layoff and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

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

- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- (l) Voluntary Exit: After early retirement offers and before any lay-off notices are issued to employees in classifications where downsizing is occurring, the Hospital on a voluntary basis may offer exit packages of two (2) weeks to a maximum of 52 weeks pay to affected employees.

14.05 Benefits on Lay-Off

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

ARTICLE 15 – NO CONTRACTING OUT

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

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

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

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

15.03 On request by the Union the Hospital will undertake to review contracted services 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 16 – WORK OF THE BARGAINING UNIT

16.01 Work of the Bargaining Unit

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

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

16.02 Volunteers

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

16.03 Employment Agencies

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

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

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

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

ARTICLE 17 – TECHNOLOGICAL CHANGE

- 17.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from her regular job.
- 17.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 17.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 17.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.
- 17.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 18 – JOB POSTING

- 18.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 18.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, and department and shift and a copy shall be provided to the Unit Chairperson.

- 18.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be provided to the Unit Chairperson and unsuccessful applicants will be notified.
- 18.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other CAW service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 18.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in CAW service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to her former position.
- 18.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 18.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which she is posted, the employee will be returned to her former position at her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended upon mutual agreement of both parties. Such extensions shall not be unreasonably denied.
- 18.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, except where a part-time employee is applying for a permanent full-time position or the parties mutually agree otherwise.

18.09 The Hospital shall notify the union of the elimination of a vacant position.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, within seven (7) calendar days (for a total of 8 days including the date of death), in conjunction with the death of the spouse, child or parent.

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of her/his regular pay from regularly scheduled hours, within seven (7) calendar days (for a total of 8 days including the date of death), in conjunction with the death of an immediate family member.

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

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the number of days of bereavement leave indicated above, in order to accommodate attendance at a funeral or memorial service.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral or memorial service of her/his aunt, uncle, niece or nephew.

Where the funeral of the deceased is more than 1000 km from the Hospital, the employee shall be allowed one (1) extra day beyond the date of the funeral for return travel and such extra day shall be leave of absence without pay.

19.02 Education Leave

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

(b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its

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

- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

19.03 Jury & Witness Duty Full-Time

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

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

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

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

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

Part-Time

See the Local Provisions Appendix L19.

19.04 Pregnancy Leave

Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in

respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

19.04 Pregnancy Leave

Part-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a

maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

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

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

19.05 Parental Leave Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

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

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

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

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

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

19.05 Parental Leave
Part-Time

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment

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

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

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

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

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

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

19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of (*as per the local provisions under L19*) days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than (*as per the local provisions under L19*) employees of the Hospital are absent on any such leave at the same time, and not more than (*as per the local provisions under L19*) employee from a department;
- (b) a request must be made in writing at least twenty-one days prior to the commencement of the function for which leave is requested, unless it is not reasonably possible to give such notice;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall be paid for such leave by the Hospital. The Hospital shall then forward a statement of such wages paid to the employee affected to the union for reimbursement of the amount stated;
- (e) an employee who is elected or appointed to office with the CAW, shall upon application by the Union in writing, be granted a leave of absence without loss of seniority and benefits for up to three (3) years. An extension shall be granted upon written application by the employee to the administration of the Hospital.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. The union agrees to notify the Hospital five (5) months in advance of the Local Union election. The union further agrees that the requirement to meet under Article 14 will be waived. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Hospital as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall normally apply to only one employee at a time per circumstance as noted above, and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence. Further applications may be granted consistent with the Hospital's staffing requirements.

In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

19.07 Pre-Paid Leave Plan

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

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

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

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

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

Full-Time

- (a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (b) The normal working hours shall be seven and one-half (7-1/2) hours per day, seventy-five (75) hours for every two week period, being an average of thirty-seven and one-half (37-1/2) hours per week exclusive of meal periods.

For the purposes of the Agreement, the Corporation work week commences at 00.01 a.m. on Sunday. The work day shall be a period of twenty-four hours commencing at 00.01 a.m. of the operation as scheduled by the Corporation.

Part-Time

Scope:

- (a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (b) The hours of work for part-time employees shall be as scheduled but shall not exceed seven and one-half (7-1/2) hours (exclusive of meal) per day, thirty-seven and one-half (37-1/2) hours per week or seventy-five (75) hours in a bi-weekly period. This means that the employees must report to their supervisors in uniform and remain in uniform for the full working shift.
- (c) For the purposes of this Agreement, the Corporation work week commences at 00.01 a.m. on Sunday. The work day shall be a period of twenty-four (24) hours commencing at 00.01 a.m. of the operation as scheduled by the Corporation.

20.02 Day-Light Savings

Full-Time and Part-Time

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

20.03 Rest Period

Full-Time and Part-Time

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

20.04 Time Off Between Shifts

Full-Time

In the case of departments where employees are required to rotate on the day, evening, and/or night shifts, the Corporation will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change-over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts except where the Corporation accedes to the wishes of employees in any department of the Hospital and alters this scheduling of hours with the consent of the Union.

Part-Time

Not applicable to part-time.

20.05 Innovative/Flexible Scheduling

Where the local parties agree, arrangements regarding innovative scheduling/ flexible scheduling may be entered into between the parties at the local level.

ARTICLE 21 – PREMIUM PAYMENT

21.01 Definition of Regular Straight Time Rate of Pay

Full-Time and Part-Time

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

21.02 Definition of Overtime

Full-Time

- (a) Time worked (but requested and authorized by the Corporation) in excess of seven and one-half (7-1/2) hours per day or in excess of seventy-five (75) hours in a two-week period will be counted as overtime work and will

be compensated on the basis of time and one-half (1-1/2) off or at the option of the Corporation on the basis of time and one-half (1-1/2) of the current salary for the classification, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Corporation. Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

- (b) It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

Part-Time

Time worked (but requested and authorized by the Corporation) in excess of seven and one-half (7-1/2) hours per day or in excess of seventy-five (75) hours in a two week period will be counted as overtime work and will be compensated on the basis of time and one-half (1-1/2) off or at the option of the Corporation on the basis of time and one-half (1-1/2) of the current salary for the classification, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Corporation. Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

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

Call-back shall not be considered as hours worked for the purpose of this Article.

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

21.03 Reporting Pay

Full-Time

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least (4) hours except when work is not available due to conditions beyond the control of

the Corporation. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than seven and one-half (7.5) hours prior notice not to report for work.

Part-Time

Employees who report to work for any shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours. This does not apply to employees who make individual arrangement for less than four (4) hours of work per shift, nor shall it apply in case of any labour dispute or conditions beyond the control of the Corporation.

21.04 Standby

Full-Time and Part-Time

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.20 per hour for all hours on standby.

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

21.05 Weekend Premium

Full-Time and Part-Time

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish.

If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

21.06 Shift Premium

Full-Time and Part-Time

Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

21.07 Call-back/Call-in

Full-Time and Part-Time

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours

pay at the rate of time and one-half their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

21.08 Responsibility Outside Bargaining Unit
Full-Time and Part-Time

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

21.09 Overtime – Lieu Time
Full-Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one half (1 ½) times). Where an employee chooses the latter option such time off must be taken within ninety (90) days at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former option shall be made.

Part-Time

Not applicable to part-time

21.10 Paid Time to Working Time
Full-Time

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

Part-Time

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

21.11 Ambulance Escort

Local not applicable.

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance
Full-Time

It shall be a matter of individual agreement between the employee and the Corporation as to whether the employee occupies a room at the Hospital or purchases meals at the Hospital.

When a employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Corporation is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

Part-Time

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Corporation is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

22.02 Transportation Allowance
Full-Time and Part-Time

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 – 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per kilometre [to a maximum of fourteen dollars (\$14.00)] or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

22.03 Uniform Allowance
Full-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$80.00 per year in a lump sum payment in the first pay period of November of each year.

Part-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$50.00 per year in a lump sum payment in the first pay period of November of each year.

22.04 Safety Shoe Allowance
Full-Time

The Hospital will provide \$80.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

Employees eligible for footwear allowance must wear safety footwear while on duty.

Part-Time

The Hospital will provide \$45.00 per year to each part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

Employees eligible for footwear allowance must wear safety footwear while on duty.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupation Health and Safety Act.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health & Safety Committee at least one representative selected or appointed by the Union. The number shall be determined locally.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.
- (g) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (h) If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health Committee.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

23.02 Protective Clothing
Full-Time

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

Part-Time

Not applicable to part-time.

23.03 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure other than as strictly necessary to prevent the spread of infection.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays
Full-Time

Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at a mutually agreed time.

An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof.

The Corporation will schedule employees off work for not less than three (3) consecutive days at either Christmas or New Year's. The Corporation will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day. However, this does not apply to employees regularly scheduled Monday to Friday who will normally take the stats off on the day they fall.

Each employee who has completed his probationary period shall be entitled to one floating holiday (which is not a premium day) with regular pay. In the event

that some other day is proclaimed as a statutory holiday by the Government of Ontario (other than those listed in Local Provisions Appendix L24) such day shall be substituted for the floating holiday.

Lieu Days: Lieu days will be assigned on mutual agreement between the Hospital and the employee. Failing agreement to schedule the lieu day within the ninety (90) day period, having earned such lieu day, the Hospital at its discretion shall assign the lieu day off.

Part-Time

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

The Hospital will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.

24.02 Holiday Pay Qualifiers

Full-Time

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

Part-Time

Not applicable to part-time.

24.03 Payment for Working on a Holiday

Full-Time

An employee who works his regularly scheduled day immediately prior to and following any of the paid holidays listed in Local Provisions Appendix L24 and who is required to work on such paid holidays shall, at the option of the Corporation, be paid on any of the following alternate basis:

- (a) Upon supervisory scheduling, employees of all departments may be allowed to accumulate five (5) paid holidays, namely Good Friday, Victoria Day, Dominion Day, Civic Holiday and Easter Monday. These five (5) accumulated Days may be taken by the employee in conjunction with the employee's annual vacation, thereby giving the employee an additional one week's vacation.
- (b) Where supervisory scheduling does not permit employees to accumulate the above-noted paid holidays and for any and all paid holidays worked and not accumulated, the employee shall be paid time and one-half for all hours worked in addition to the regular daily rate.
- (c) The employee may be assigned the paid holiday off.

Part-Time

If a part-time employee is required to work on any of the holidays listed in Local Provisions Appendix L24 the employee shall be paid at the rate of time and half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.

24.04 Payment for Working Overtime on a Holiday

Full-Time

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

Part-Time

Not applicable to part-time.

ARTICLE 25 – VACATIONS

25.01 Entitlement and Calculation of Payment

Full-Time

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

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

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

An employee who has completed five (5) years but less than thirteen (13) years of continuous service as of June 30 shall be entitled to four (4) weeks of annual vacation with pay.

An employee who has completed thirteen (13) years but less than twenty-one (21) years of continuous service as of June 30 shall be entitled to five (5) weeks of annual vacation with pay.

An employee who has completed twenty-one (21) years but less than twenty-eight (28) years of continuous service as of June 30 shall be entitled to six (6) weeks annual vacation with pay.

An employee who has completed twenty-eight (28) years of continuous service as of June 30 shall receive seven (7) weeks annual vacation with pay.

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

Part-Time

A part-time employee who has completed less than 3,450 hours of continuous service as of June 30 shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of June 30 shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 22,425 hours of continuous service as of June 30 shall receive 8% of gross earnings.

A part-time employee who has completed 22,425 hours but less than 36,225 hours of continuous service as of June 30 shall receive 10% of gross earnings.

A part-time employee who has completed 36,225 hours but less than 48,300 hours of continuous service as of June 30 shall receive 12% of gross earnings.

An employee who has completed 48,300 hours of continuous service as of June 30 shall receive 14% of gross earnings.

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

Employees hired prior to October 10, 1987 will be credited with the service they held under the Agreement expiring November 15, 1985.

25.02 Approved Leave of Absence During Vacation

(a) Full-Time

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

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

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

(b) Full-Time

Where a scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.01. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.

25.03 Vacation Scheduling

See the Local Provisions Appendix L25.

ARTICLE 26 – HEALTH AND INSURED BENEFITS

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

26.01 Insured Benefits

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50

(single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$500.00 per individual) and will include vision care to a maximum of \$200.00 every 24 months and introduce mandatory Generic Drug Substitution unless medically indicated otherwise.

Effective October 11, 2010 vision care will increase to \$225.

Effective October 11, 2011 vision care will increase to \$275.

Effective October 11, 2005, eye exams every second year to a maximum of \$40.00 per employee.

Chiropractic and physiotherapy shall be covered to a maximum of \$300.00 per insured annually for each service. Effective October 11, 2011 Chiropractic and physiotherapy shall be covered to a maximum of \$350 per insured annually for each service. Superior benefits and established caps are to be maintained in those hospitals where payment for one or more of these services is covered.

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

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) (effective January 1, 2005; based on the previous year's ODA fee schedule) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective April 1, 2002, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum. Effective January 1, 2005, orthodontics at 50/50 coinsurance to \$1,000.00 maximum per insured lifetime.

26.02 Upon request, the Hospital will make available information booklets outlining the current provisions in the benefit plans defined in Article 26.01 and the Sick Leave/LTD Plan defined in Article 28.

26.03 Change of Carrier

The Hospital may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits provided thereby are substantially the same. The Hospital will inform the Union of its intention to tender offers for new carriers and will advise the Union of any change in carrier or underwriter at least thirty (30) calendar days prior to implementing such change.

26.04 Pension Plan

(a) Full-Time Employees:

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

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

- i. to the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by the Plan;
- ii. to the Canada Pension Plan a amount required by law.

(b) Part-Time Employees:

All present employees enrolled in the Hospital's pension plan may maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan may enroll in the Plan when eligible in accordance with its terms and conditions.

The corporation will contribute for part-time employees as follows:

- i. to the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by the Plan;
- ii. to the Canada Pension Plan a amount required by law

26.05 Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute

the same portion towards the billed premiums of these benefit plans as it is currently contributed by the Hospital to the billed premiums of active employees.

26.06 Benefits for Part-Time Employees

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

26.07 Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and hospital employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (c) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (e) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

26.08 For the purpose of benefits entitlement it is understood that the definition of spouse will be interpreted in accordance with the *Ontario Human Rights Code*.

26.09 Compassionate leave will be granted to employees in accordance with the provisions of the *Employment Standards Act, 2000*.

ARTICLE 27 – INJURY AND DISABILITY

27.01 Workplace Safety and Insurance Injury

Full-Time and Part-Time

In the case of an accident which will be compensated by Workplace Safety and Insurance Board, the Corporation will pay the employee's wages for the day of the accident.

The Hospital shall provide the Union with a copy of the WSIB Form 7 filed with the Workplace Safety and Insurance Board.

27.02 Disabled Employees

Full-Time and Part-Time

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

27.03 Modified Work

Local not applicable.

ARTICLE 28 – SICK LEAVE

Full-Time Only

28.01 Sick Leave and Long-term Disability

- .01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- .02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.
- .03 Effective (December 31, 1982) the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages.

.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.

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

.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

.07 Unemployment Insurance Rebate

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

.08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 Pay for Medical Certificates

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

.10 Lieu Days while on Sick Leave

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

28.02 Workplace Safety and Insurance Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would

receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the WSIB. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 29 - COMPENSATION

29.01 Experience Pay

Full-Time and Part-Time

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

29.02 Promotion to a Higher Classification

Full-Time and Part-Time

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

29.03 Temporary Transfer

Full-Time and Part-Time

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

29.04 Job Classification
Full-Time and Part-Time

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the local challenges the rate, it shall have the right to request a meeting with the Hospital to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union, to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

29.05 Progression on the Wage Grid
Part-Time Only

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

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

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

29.06 Payment of Wages

Where there is an agreed to payroll error of 7.5 hours or greater, the Employer will issue payment within four (4) business days, or as soon as is reasonably possible.

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

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

ARTICLE 31 – GENERAL

31.01 Confirmation of Registration

(The following Article is applicable to those professions regulated by the *Regulated Health Professions Act* only)

An employee required to be certified under the *RHPA* shall provide to the Hospital within forty-five (45) calendar days of registration/renewal, evidence that her or his registration is in good standing and currently in effect.

Where the Hospital uses an automated registration process, it is understood that such date may be later than the usual registration date.

See local agreement.

ARTICLE 32 – RETROACTIVITY

32.01 Retroactivity

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

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

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

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

ARTICLE 33 – DURATION

33.01 Renewal

If either party desires to terminate or amend this Agreement as of midnight on the 10th day of October, 2014 it shall not less than 30 days and not more than 90 days next proceeding the expiry date give written notice to the other of such notice of termination.

33.02 Term

This Agreement shall continue in effect until October 10th, 2014 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. In all respects, the notice provisions relating to the renewal of the collective agreement shall continue in effect.

Dated this _____ day of _____, 2013

For the Hospital

For the Union

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Violence Against Women

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

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

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Roster of Arbitrators

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

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

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Filling of Positions under the Job Posting Procedure

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

The Hospital agrees that it shall post permanent vacant positions in accordance with Article 18 within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 14 of it's intention to eliminate the position.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

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

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: 29.01 Experience Pay

The participating Hospitals recognize that employees are to be notified of the existence of Article 29.01 at the time of hire.

The manner in which this notice is provided is a matter of local process addressed by each participating Hospital as the parties agree.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Joint Commitment in Dignity and Respect at Work

The parties agree that abuse and/or threatening behaviour is not tolerated. Staffs are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Paid Education Leave

The Hospital agrees to forward to the CAW on behalf of all its bargaining units, at an address indicated by the local union, a cheque in the amount of **\$1050.00** for the purposes of PAID EDUCATION LEAVE (PEL), on October 10th of each year.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Local Health Integration Networks

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Labour-Management Committee. The Union will be provided with any pertinent financial and staffing information involved in such an initiative.

Employees who are relocated/transferred* to another employer as a result of a LHIN determination will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

Where a LHIN initiative results in a transfer/relocation* of an employee from one Participating CAW Hospital to another Participating CAW Hospital covered under the terms and conditions of this collective agreement, the Hospital agrees to maintain the wage level of any such employee subject to the following conditions:

- an employee transferred to the Hospital under such an initiative shall be placed at the same level of pay on the wage grid that he or she was at at his or her previous Hospital
- where an employee received a higher rate of pay at the previous Hospital, he or she will be placed at the step closest to their previous level of pay on the wage grid for that classification provided that the employee does not receive a lesser

amount of pay (i.e. where the wage rates are not the same, the employee will be placed at the next step on the grid)

- where there are no higher steps on the appropriate wage grid, that employee shall have his or her pay rate “red-circled” until such time that the grid catches up to their current level of pay

*Pursuant to a “Sale of Business” under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Women's Advocate

The parties agree that female employees may sometimes need to discuss with another woman **nattersmatters** such as violence or abuse at home or at work. They may also need to find out about specialized resources in the community such as Counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize a female employee from the bargaining unit who will serve as a Women's Advocate.

The Union will be responsible to train and educate the Women's Advocate, and the parties agree that the Women's Advocate will act strictly as a referral agent and not a counselor.

In addition, the Women's Advocate will familiarize herself with the employers' Employee and Family Assistance program and in each instance will provide the female employee with an Employee & Family Assistance Program pamphlet or information with respect to the EFAP program.

The Women's Advocate will be allowed reasonable time off work for the purpose of making a referral to a female employee who has requested immediate assistance. To conduct such business, the Women's Advocate shall obtain permission from her Supervisor (or designate) before leaving her job or work area, and shall notify her Supervisor (or designate) upon her return. Such permission will not be unreasonably withheld. It is understood that the provision of such time is contingent on the Employers' ability to maintain services and activities in the hospital.

The local Union executive will develop appropriate communications to inform female employees about the referral role of the Women's Advocate. The Advocate will be allowed to attend an annual training program as per the terms of Article 19.06 (d).

Liability

The parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate and in addition, agree that interaction between the Women's Advocate and the female employee shall not be a collective agreement matter.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding
Between
The Participating Hospitals
And
CAW

Re: Professional Responsibility Workload Report Form

The parties agree that client/patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act are assigned a workload which they have cause to believe is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Professional Responsibility Workload Report Form" which shall be provided to the supervisor and to the Union. The "Professional Responsibility Workload Report Form" will be attached as an Appendix to the Collective Agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees may submit their concerns to the Labour Management Committee through their Union Representative.

**PROFESSIONAL
RESPONSIBILITY WORKLOAD
REPORT FORM**



CAW represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.

Name (print) & Classification:

Signature:

Occurrence Date:

Time:

Workplace:

Unit:

Description of Unit:

Was the occurrence the result of (select any that apply):

Short staffing Increased census Increased patient acuity Other (describe):

I/We believe that I/we was/were given an assignment that was inconsistent with proper patient care for the following reasons:

Description of Incident:

Recommendation to Correct Problem:

Name/Title of Supervisor Notified:

Date/Time of Notification:

Method of Notification:

Supervisor Response:

Supervisor Response Was: Adequate Inadequate

I/we reserve the right to further this concern as I/we deem appropriate

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LOCAL PROVISIONS APPENDIX

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	TRANSPORTATION ALLOWANCE..... L34
SCHEDULE A L35

PREAMBLE

WHEREAS Christian Charity is an essential, all pervasive and dynamic element in St. Joseph's Care Group influencing every phase of the organization, administration and activity.

The primary purpose and concern of St. Joseph's Care Group is service to the individual patient, rendered directly through the medical and nursing staffs and indirectly through its auxiliary corps which comprises all the other workers in the Hospital including employees and management. This service is influenced, inspired and motivated by the love of God for his creatures which all should try to imitate in their service to the patients and to one another.

In the implementing of this Agreement consideration will be given to the welfare of the Corporation as a whole having due regard for the rights and duties of each individual.

ARTICLE L2 – SCOPE & RECOGNITION

L2.01 Scope and Recognition – FT/PT Full-Time

- (a) St. Joseph's Care Group in the City of Thunder Bay recognizes the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW - Canada) for the duration of the Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Corporation in the classifications listed on Schedule "A" attached hereto save and except stationary engineers, foreman, foreladies, persons above the rank of foreman, or forelady, persons regularly employed for less than twenty-five (25) hours per week, full-time watchmen, professional help, and members of the Sisters of St. Joseph of Sault Ste. Marie.
- (b) The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

Part-Time

- (a) St. Joseph's Care Group in the City of Thunder Bay recognizes the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW - Canada) for the duration of the Agreement as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for the employees of St. Joseph's Hospital in the City of Thunder Bay regularly employed for less than twenty-five (25) hours per week in the classifications listed on Schedule "A" of the full-time Collective

Agreement between St. Joseph's Care Group and National Automobile, Aerospace, Transportation and General Worker's Union of Canada (CAW – Canada) and for students employed for the school vacation period in the classifications listed on Schedule "A" of the full-time Collective Agreement between St. Joseph's Care Group and National Automobile, Aerospace, Transportation and General Worker's Union of Canada (CAW – Canada) this Agreement, save and except professional medical staff, graduate pharmacists, under-graduate pharmacists, pharmacist assistants, graduate dietitians, student dietitians, technical personnel, social service workers, speech therapists, enterostomal therapist, recreational therapists, play therapists, audiologists, psychometrists, psychology assistants, counsellors, counsellor assistants, prosthetists, orthotists, pastoral care assistants, office and clerical staff, persons on a co-operative work study program, watchmen, members of the Sisters of St. Joseph of Sault Ste. Marie, supervisors, foremen and foreladies, persons above the rank of foreman and forelady and persons covered by subsisting Collective Agreements.

- (b) The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE L3 – MANAGEMENT RIGHTS

L3.01 Rights of the Corporation: The Union acknowledges that it is the exclusive function of the Corporation subject to the provisions of the Collective Agreement:

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

ARTICLE L4 – DEFINITIONS

L4.01 Temporary employees: Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended for a further six (6) month

intervals on mutual agreement of the Union, employee and the Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

L4.02 Definition of Employees:

- (a) "Employee" shall include only such persons coming within the scope of the of the bargaining unit described in Local Provisions Appendix L2.
- (b) "Steward" shall mean an employee of the Corporation duly accredited as by the Union.
- (c) "Executive Director" shall mean Executive Director of St. Joseph's Care Group.

L4.03 Part-Time Employees – PT only

- (a) Scheduled part-time is an employee who makes a predetermined commitment to work up to 24 hours per week and is scheduled to work on a regular rotation.
- (b) Casual Employee is an employee who works on an irregular or "as needed" basis for an indefinite period of time. A casual employee must be available to work at least five (5) shifts in a four-week period. Failure to work at least five (5) shifts in a four-week period when requested to do so will result in termination of employment and loss of seniority.
- (c) Student Employee is a student employed with the Hospital from about May to September each year. Student employees will be considered as temporary employees and the provisions of Article 14 Job Security do not apply to such employees.

These students/temporary employees will, however, be members of the Bargaining Unit and they will pay Union dues and receive benefits as required by the Collective agreement and will accrue seniority from the date of hire.

Should a student employee decide not to return to school, the student will be eligible to apply for vacant positions. If the student is unable to obtain a position through the job postings procedure, the student's employment will be terminated as of the beginning of September.

Students hired on a co-operative work-study program or government sponsored program are excluded from the bargaining unit. It is agreed that no member of the bargaining unit shall be laid off as a direct result of the hiring of such students.

ARTICLE L5 – BULLETIN BOARDS AND SENIORITY LISTS

L5.05 Posting of Seniority Lists

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

L5.02 Bulletin Board

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

ARTICLE L9 – UNION REPRESENTATION AND COMMITTEES

Union/Grievance Committee - Number

- (a) not more than seven (7) employees inclusive of the unit chairperson - FT
The two additional steward positions will be RPNs. In the event that the unit chairperson is not available a designate will be named.
- (b) not more than three (3) employees - PT

Local Negotiating Committee - Number - FT/PT
Three (3) employees

Health and Safety Committee - Number - FT/PT

At least one (1) representative and an alternate.

L9.07 Union Chairperson - eighteen (18) hours per month

ARTICLE L13 – TRANSFER AT REQUEST OF EMPLOYEES

- L13.01 (a) If an employee having at his/her own request or to avoid being laid-off is transferred to another higher paid classification Article 29.02 of the central agreement will apply.
- (b) An employee transferred to a lower paid classification shall receive the rate of pay applicable to his/her corporate seniority in the lower classification.

ARTICLE L19 – LEAVES OF ABSENCE

L19.01 Jury Witness Duty (Part-Time)

- (a) If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
- i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - ii) Presents proof of services requiring the employee's attendance
 - iii) Deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (i), (ii) and (iii) above.

L19.02 Union Leave:

Leave of absence will not be granted to more than four (4) employees at one time, nor to more than one (1) employee from a Department, not for more than

three periods in each calendar year of a maximum duration of two (2) consecutive weeks.

ARTICLE L20 – HOURS OF WORK AND SCHEDULING

L20.01 Attendance at any in-service classes outside of regular working hours is voluntary on the part of the employee and non-compensable.

L20.02 Weekends Off (Full-Time. Not applicable to Part-Time)

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

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

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertaking.

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

L20.04 Scheduling (Full-Time)

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

Schedules showing days on and days off in a four week schedule will be posted at least two (2) weeks in advance of the commencement of the schedule. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off with the employee in the same classification requesting the change. Any such change in scheduled shift initiated by the employees and approved by the Corporation shall not result in overtime payment.

Employees will be notified in advance of changes to the schedule.

L20.04 Exchange of Shifts (Full-Time)

Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employees and approved by the Corporation shall not result in overtime payment.

The Corporation may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the Corporation results from such exchange of shifts.

L20.06 Scheduling (Part-Time)

- (a) Schedules showing days on and days off in a four (4) week schedule will be posted at least two (2) weeks in advance of the commencement of the schedule. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Employees will be notified in advance of changes to the schedule.
- (b) Part-time employees will not normally be scheduled for more than seven (7) consecutive days, subject to exigencies of patient care including staffing shortages.

L20.07 Exchange of Shifts (Part-Time)

- (a) Request for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employees and approved by the Corporation shall not result in overtime payment.

- (b) The Corporation may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the Corporation results from such exchange of shifts.

ARTICLE L 24 – PAID HOLIDAYS

L24.01 Full-Time

The Corporation recognizes the following days as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	Family Day
Civic Holiday (first Monday in August)	Floating Holiday #1

Part-Time

The Corporation recognizes the following days as holidays for the purpose of Article 24.02 (Part-time):

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	Family Day
Civic Holiday (first Monday in August)	

ARTICLE L25 – VACATION SCHEDULING

L25.01 Full-Time and Part-Time

Vacation credits accrue between the twelve month period beginning July 1st an ending June 30th. All vacation credits earned must be taken within the twelve month period following the accrual period. Carry-overs will not be allowed.

To ensure that an equitable opportunity exists for all employees to enjoy a vacation during prime time, the following restrictions will apply;

- (a) No more than 15 consecutive vacation days may be scheduled at one time;
- (b) a minimum of 5 consecutive vacation days must be scheduled at one time.

Scheduling

- (a) Employees will not be permitted by the Corporation to schedule Vacations during the period of December 15 to January 15. Requests for time off during the period of December 15 to January 15 may be granted for personal reasons at the sole discretion of the Hospital. For the purposes of future vacation scheduling, the parties agree that the Employer will post a list requesting vacation preferences from employees. This list will be posted by February 1st each year and remain posted until March 15th of each year and a finalized list will be posted by the employer by March 30th of each year. Scheduling conflicts will be resolved on the basis of seniority in either full-time or part-time bargaining units. The Hospital will consider requests by employees for vacation of any duration, subject to the provisions of this Article and consistent with Hospital staffing requirements and such requests will not be unreasonably denied.
- (b) Failure of an employee to enter his/her preferred vacation dates by March 15th of each year will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.
- (c) If possible, and by mutual agreement between the employer concerned and the employee, a change in vacation schedule can be made after final posting.

Part-Time

The amount of time off without pay for vacation purposes is based on length of continuous service as of June 30th.

ARTICLE L27 - MODIFIED WORK/ACCOMMODATION

L27.03 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital and the Union have a mutual commitment toward early intervention and assessment.

Pursuant to Workplace Safety and Insurance Board Legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted nor made available to any other employee.

ARTICLE L28 – SICK LEAVE

L28.01 Full-Time

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

When sick pay is claimed, proof of disability sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Corporation.

L28.02 Full-Time and Part-Time

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

ARTICLE L29 – WAGE ADMINISTRATION

L29.01 Wage and Classification Premiums (Full-Time only)

An employee who regularly assists a Pathologist in the performance of autopsies will receive an extra allowance of \$20.00 per month.

L29.02 Payment of Wages Full-Time

The Corporation agrees that wages shall be paid by cheque on a regular bi-weekly pay-day, except when interfered with by the occurrence of a paid holiday in which case the regular pay-day may be delayed one day.

In computing the bi-weekly pay from the monthly rate, the monthly rate shall be multiplied by 12 and divided by 26.

The employees will be paid during working hours and employees on the night shift will be paid on pay day at the conclusion of their shift.

Where the employees have voted in favour of instituting a direct deposit system, the employees will be providing a detailed statement of earnings and deductions in place of receiving a cheque.

Part-Time

The Corporation agrees that wages shall be paid by cheque on a regular bi-weekly pay-day, except when interfered with by the occurrence of a paid holiday in which case the regular pay-day be delayed one day.

The employees will be paid during working hours and employees on the night shift will be paid on pay-day at the conclusion of their shift.

Where employees have voted in favour of instituting a direct deposit system, the employees will be provided a detailed statement of earnings and deductions in place of receiving a cheque.

ARTICLE L31 – GENERAL ARTICLE

L31.01 Notice of Termination: Every employee shall give at least one week’s notice of termination or shall pay two (2) days’ earnings for failure to give such notice of termination, and subject to the provisions of the Employment Standards Act of the Corporation shall give one week’s notice of termination of employment or shall pay one week’s wages in lieu of notice, except in cases of dismissal for cause or of termination during probationary period. The Corporation may compulsorily retire an employee in accordance with the Ontario Hospital Association Pension Plan and no grievance may be lodged in connection therewith.

L31.02 The Corporation will continue to establish and maintain conditions of employment superior to minimum conditions established herein whenever possible, and will continue to reward employees for ability and faithful service by the payment of salaries in excess of the minimum established herein if possible.

L31.03 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

Signed this ____ day of _____, 2013.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding
Between
St. Joseph's Care Group
And
CAW Local 229

RE: 12 Hour Shifts – RPN's

The parties agree to the following terms and conditions that will govern the scheduling of Registered Practical Nurses (RPN's) working extended tours at St. Joseph's Care Group.

1. Introduction and Discontinuation Language

- (a) Extended twelve (12) hour tours will be introduced into any unit on a trial basis of six (6) months when:
 - i) a majority (50% + 1) of the Registered Practical Nurses in the unit so indicate by secret ballot their agreement;
 - ii) the Hospital is able to provide a workable schedule;
 - iii) the Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner; and
 - iv) it does not affect client care adversely.
- (b) Extended twelve (12) hour tours may be discontinued in any unit when:
 - i) a majority (50% +1) of the Registered Practical Nurses in the unit so indicated by secret ballot; or
 - ii) the Hospital, because of
 - (1) adverse effects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable or arbitrary,so states its intention in writing to the Union to discontinue the extended tours work week.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours work week will be discontinued, affected Registered Practical Nurses shall be given forty-five (45) days notice before the schedules are so amended.

2. Trial Period

The parties agree that a trial period for the extended tours work week will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the Registered Practical Nurses. The extended tours work week will be continued if:

- i) a majority (50% +1) of the Registered Practical Nurses affected so indicate by secret ballot cast at the end of the trial period; and
- ii) upon agreement of the Hospital. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

3. Participation

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

4. Hours of Work

Normal tour hours on the nursing floor will be from 0730 to 1930 and 1930 to 0730.

Should a seven and on-half (7 ½) hour tour be scheduled, the normal tour hours will be 0730-1530 or 1530-2330 or 2330-0730.

Where a four (4) hour tour is scheduled it shall be 1930-2330 or 0800-1200 or 0730-1130 or 1530-1930, or as required.

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

Full-time only - The extended twelve (12) hour rotation will be averaged over the period of the rotation and consist of an average of seventy-five hours every two weeks.

5. Meal and Rest Periods

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

- two (2) fifteen (15) minute paid rest periods; and
- two (2) thirty (30) minute meal periods, of which forty-five (45) minutes is unpaid.

6. Scheduling 12 Hour Shifts

The following regulations shall govern the scheduling of work for Registered Practical Nurses working a compressed work week:

- i) the Hospital shall schedule each full-time Registered Practical Nurse every second (2nd) weekend off;
- ii) Under normal circumstances, Registered Practical Nurses on extended tours, will not be scheduled to work more than three (3) consecutive days and shall not be scheduled to work more than four (4) consecutive days.
- iii) The Hospital will endeavour to provide that a Registered Practical Nurse who normally rotates shall be scheduled to work at least fifty percent (50%) of her work tours on day shift averaged over a six (6) week period.
- iv) all other scheduling regulations which apply to Registered Practical Nurses working the regular daily tour as provided in of the Collective Agreement

7. The probationary period will be 337.5 hours.

8. Overtime will be paid only after 11.25 hours per day.

9. A Registered Practical Nurse will be paid a shift premium of fifty-five cents (\$0.55) per hour retroactive to April 01, 2002 / sixty cents (\$0.60) per hour effective October 11, 2002 / sixty-five cents (\$0.65) per hour effective October 11, 2003 for each hour worked between 1530 and 0730 hours. Tour differential will not form part of the nurse's straight time hourly rate.

10. Sick Leave

For the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for 50 extended tours or five hundred and sixty-two and one-half (562.5) hours.

11. Statutory Holidays

Employees who work on a statutory holiday will be paid time and one-half for hours worked on that day and will receive a lieu day paid a seven and one-half (7.5) hours.

12. Vacations

Vacation allotment shall be converted to hours and shall follow the terms of the Collective Agreement.

13. Bereavement Leave

Employees shall be paid eleven and one-quarter (11.25) hours for three (3) days in accordance with Article 19.01 of the Collective Agreement.

14. Jury and Witness Duty

Employees shall be paid at eleven and one-quarter (11.25) hours in accordance with Article 19.03 of the Collective Agreement.

15. The Union and the Hospital agree that Article 20.04 of the Collective Agreement will not cause any penalty payment due to the new proposed twelve (12) hour shift schedule.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Modified Work Program-FT/PT

When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital and the Union have a mutual commitment toward early intervention and assessment.

Pursuant to Workplace Safety Insurance legislation, any position modified or created to accommodate the return to work of an injured employee of the bargaining unit shall not be posted nor made available to any other employee.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Liability Insurance

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

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

CAW LOCAL 229

Full and Part Time Service Units

Re: Job Postings-FT/PT

The Hospital agrees that all vacancies will be posted at all sites where members of the bargaining unit are employed.

In the event the Hospital posts job vacancies electronically, the Hospital will provide the Union with written notice of the implementation. Following written notice to the Union, paper postings and electronic postings will be simultaneously posted for a period of 60 days. The practice of posting paper copies will be discontinued no less than 60 days following such notice.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between –

ST. JOSEPH'S CARE GROUP

- and -

**CAW LOCAL 229
Full and Part Time Service Units**

Re: Outbreak Screener

Subject to ratification, the parties agree to the following as full and final resolution of CAW Policy Grievance #SJCG-01-03:

The Hospital will create the classification of "Outbreak Screener". The regular rate of pay for this classification will be \$13.00 per hour.

In the event that there is an outbreak requiring an "Outbreak Screener", members of the bargaining unit can indicate their interest in writing and will be considered in accordance with Article 18.05 of the Collective Agreement if the temporary vacancy is not expected to exceed six (6) months in duration. Otherwise the position will be filled in accordance with the Job Posting provisions of the Collective Agreement.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Requests for Time off During Blackout Period

Requests for time off during the period of December 15 to January 15 shall be submitted to the manager two weeks prior to the posting of the schedule covering that period. Where the manager is able to grant the request for time off, the granting of such time off will be determined on the basis of seniority.

Requests submitted after that time may be considered on an individual basis when received by the manager.

The granting of such time off will be at the sole discretion of the Hospital.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Paid Holidays

This letter will confirm the parties agree that a full-time employee shall be given the option of working a paid holiday when it falls within her or his usual rotation and where the shift has been scheduled and the Hospital requires someone to work it. Requests to work on the paid holiday must be submitted in writing at least two (2) weeks in advance of posting of the schedule.

Effective May 20, 2013, the Employer will discontinue the "majority hours" rule with respect to paid holidays.

Payment for working on a holiday will be based on actual hours worked on such holiday as provided for in Article 24.03 and 24.04 of the Collective Agreement.

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Article 18.05 Filling Temporary Vacancies

The following refers to filling temporary vacancies not expected to exceed six (6) months in the Housekeeping and Laundry, Nutrition and Food Services and Material Management Departments.

1. In accordance with Article 18.05 of the Collective Agreement, St. Joseph's Care Group is not required to post vacancies which are not expected to exceed six (6) months and such vacancies may be filled at the discretion of the SJGC.
2. The parties agree to apply the terms of Article 18.05 when filling temporary vacancies that are two weeks or more in duration but less than six (6) months, excluding vacancies created due to vacations. Vacancies due to vacations will be filled in accordance with the current scheduling practices within the departments.
3. Prior to considering persons not employed by SJCG, consideration to fill such vacancy will first be given to regular part time and casual employees within the department in which the vacancy occurred. If no replacements can be found within the department, part time employees who have expressed their interest in writing outside of the department, will be given the opportunity to fill such vacancy. When filling the vacancies, the criteria for selection outlined in Article 18.05 and 18.03 will apply.
4. In accordance with Article 18.06 and with respect to such vacancies, St. Joseph's Care Group shall have the right to fill any vacancies on an interim basis until the above process has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary vacancies.
5. It is the responsibility of the part time employee to ensure that he/she has recorded his/her interest in such vacancies outside of their department in writing, whether by letter, memorandum, notation or some other record. Employees are to include their name, position/s they are interested in, location and contact

number. This list will be maintained in Human Resources. These requests will be kept for 12 months after which they will no longer be considered. SJCG shall consider these employees using the criteria set out in Article 18.03, and must consider these employees prior to considering persons not employed by SJCG.

6. In the event that a part-time employee is selected in accordance with this provision, the status of such employee remains part-time and the employee will return to their former position at the end of the assignment.
7. The terms and conditions of the part-time Collective Agreement continue to apply to the employees filling the temporary vacancies.
8. The subsequent scheduled hours that need to be replaced as a result of the filling of the temporary full-time vacancy need not be posted and may be filled at the discretion of the employer in accordance with current scheduling practices within the department.
9. Temporary vacancies exceeding six (6) months are to be posted.

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Resolution of Errors in Shift Distribution

If through error, a part-time employee is missed in the offering of a straight time extra shift the employee will be offered the opportunity to work a mutually agreed straight time shift prior to the end of the next posting period.

If through error, a part-time employee is missed in the offering of an overtime extra shift the employee will offered the opportunity to work a mutually agreed straight time extra shift for which the employee will be paid the overtime rate prior to the end of the next posting period.

If through error, a full-time employee is missed in the offering of an overtime extra shift the full-time employee will be paid the overtime rate on their next regularly scheduled shift.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: 24.01 Paid Holidays

The Corporation will schedule employees off work for not less than three (3) consecutive days and will endeavour to give four (4) consecutive days off at either Christmas or New Year's. The Corporation will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day. However, this does not apply to employees regularly scheduled Monday to Friday who will normally take the stats off on the day they fall.

The Corporation will schedule RPN's off work for not less than four (4) consecutive days at either Christmas (including Christmas Eve) or New Year's (including New Year's Eve) and will endeavour to give five (5) consecutive days off.

Employees can request to work both Christmas and New Years and if mutually agreed upon, it is understood that in this circumstance the employee will not receive three (3) consecutive days during this period.

Dated this _____ day of _____, 2013

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- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Environmental Services Department Team Leader

When the Corporation determines that it is required, a Team Leader may be designated within the Environmental Services Department. Where the Corporation assigns an employee to Team Leader responsibilities, the employee shall be entitled to a premium in the amount of one dollar (\$1.00) per hour above the normal wage rate set out in Schedule "A".

The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

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LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Environmental/Food Services Department Scheduling (Part-Time)

The issue of master schedule/permanent rotations, call ins and part-time staff working in both housekeeping and laundry in the Environment/Food Services Department was raised in Local Negotiations. The parties agree to refer the matter to a joint committee to resolve this issue.

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Laundry Services Christmas Scheduling

The parties agree to amend the process as it applies to employees in Laundry Services at St. Joseph's Hospital in order to provide greater opportunity for part-time employees in that service area to have time off at either Christmas or New Year's.

The manner in which employees will select in writing will be determined by the employer.

This applies to full and part-time employees in Laundry Services. A Laundry Services employee will be scheduled off at either Christmas or at New Year's.

When scheduling time off at Christmas or New Year's, the following will occur:

- (i) a Christmas/New Year's time off request list shall be posted on each unit on or before October 1st in each year;
- (ii) this list will show what the employee worked the last year and will request the employee's preference for the current year;
- (iii) the list will come down on October 21st;
- (iv) the Hospital will firstly alternate scheduling of Christmas/New Year's time taking into account what was worked the year previously. If the scheduling permits more staff to be off either Christmas or New Year's, the Hospital will look at the holiday request time and schedule off time in accordance with seniority;
- (v) the Christmas/New Year's time will be posted at least six (6) weeks prior to Christmas.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

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LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: PAID HOLIDAYS

Effective May 20, 2013, the Employer will discontinue the "majority hours" rule with respect to paid holidays.

Payment for working on a holiday will be based on actual hours worked on such holiday as provided for in Article 24.03 and 24.04 of the Collective Agreement.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Mandatory In-Services

In-services that are required by the Employer are normally done during an employee's regularly scheduled working hours.

Attendance at in-services outside of an employee's regularly scheduled working hours is normally without pay unless attendance is deemed mandatory and required by the Employer.

Where an employee is required by the Employer to attend a mandatory in-service outside of the employee's regularly scheduled working hours, that employee will be paid for the time spent in such in-service in accordance with the collective agreement.

Dated this ____ day of _____, 2013

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- between –

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Bulletin Board

The Hospital will provide space for the Union to post notices of meetings on each in-patient unit at St. Joseph's Hospital.

If feasible, the Hospital will provide a link to the CAW Local 229 website on the intranet. The location of the link will be determined by the Hospital.

Dated this _____ day of _____, 2013

FOR THE HOSPITAL

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LETTER OF UNDERSTANDING

- between -

ST. JOSEPH'S CARE GROUP

- and -

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
LOCAL 229**

Re: Transportation Allowance

Where an employee is required to attend to Hospital business with the use of his/her personal vehicle, the current practice will be maintained in which an employee can claim mileage.

Dated this ____ day of _____, 2013

FOR THE HOSPITAL

FOR THE UNION

SCHEDULE "A"
ST. JOSEPH'S CARE GROUP - SERVICE UNIT

Classification	Effective Date	Start	6 Months	1 Year	2 Years
Aides-Dietary, Laundry, H/K etc	Oct. 11/12	20.309	20.410	20.488	20.587
	Oct. 11/13	20.309	20.410	20.488	20.587
3rd/Pastry, Cook's Assistant	Oct. 11/12	20.509	20.646	20.786	20.923
	Oct. 11/13	20.509	20.646	20.786	20.923
Baker	Oct. 11/12	25.375	25.505	25.659	25.802
	Oct. 11/13	25.375	25.505	25.659	25.802
Porter I/Kitchen Helper	Oct. 11/12	19.320	20.347	20.467	20.587
	Oct. 11/13	19.320	20.347	20.467	20.587
Cleaner/Assistant Washer	Oct. 11/12	20.429	20.547	20.668	20.784
	Oct. 11/13	20.429	20.547	20.668	20.784
Washer	Oct. 11/12	20.587	20.689	20.804	20.923
	Oct. 11/13	20.587	20.689	20.804	20.923
Material Management Assistant	Oct. 11/12	20.587	20.689	20.804	20.923
	Oct. 11/13	20.587	20.689	20.804	20.923
Addiction Crisis Worker	Oct. 11/12	21.845	22.015	22.179	22.343
	Oct. 11/13	21.845	22.015	22.179	22.343
Duplication Op/Stores Helper Shipper/Receiver	Oct. 11/12	21.237	21.405	21.573	21.737
	Oct. 11/13	21.237	21.405	21.573	21.737

Classification	Effective Date	Start	6 Months	1 Year	2 Years
First Cook - Licensed	Oct. 11/12	21.707	21.842	21.983	22.119
	Oct. 11/13	21.707	21.842	21.983	22.119
RPN	Oct. 11/12	27.302	0.000	27.483	27.665
	Oct. 11/13	27.302	0.000	27.483	27.665
Recreationist	Oct. 11/12	25.720	0.000	25.902	26.083
	Oct. 11/13	25.720	0.000	25.902	26.083
Shipper/Receiver	Oct. 11/12	21.237	21.405	21.573	21.737
	Oct. 11/13	21.237	21.405	21.573	21.737
Storekeeper	Oct. 11/12	22.702	22.837	22.968	23.106
	Oct. 11/13	22.702	22.837	22.968	23.106
Laundry/Dietary Porter	Oct. 11/12	20.240	20.357	20.480	20.593
	Oct. 11/13	20.240	20.357	20.480	20.593
HCA/Orderly	Oct. 11/12	21.041	21.200	21.361	21.522
	Oct. 11/13	21.041	21.200	21.361	21.522
Rehab Assistant	Oct. 11/12	21.620	21.780	21.939	22.101
	Oct. 11/13	21.620	21.780	21.939	22.101
Presser	Oct. 11/12	19.488	19.582	19.678	19.770
	Oct. 11/13	19.488	19.582	19.678	19.770

Classification	Effective Date	Start	6 Months	1 Year	2 Years
Sewer	Oct. 11/12	20.647	20.689	20.849	20.923
	Oct. 11/13	20.647	20.689	20.849	20.923
Second Cook - Unlicensed	Oct. 11/12	20.792	20.933	21.074	21.212
	Oct. 11/13	20.792	20.933	21.074	21.212
Supplies/Equipment Porter	Oct. 11/12	21.237	21.405	21.573	21.737
	Oct. 11/13	21.237	21.405	21.573	21.737
Outbreak Screener	Oct. 11/12	13.796			
	Oct. 11/13	13.796			