

COLLECTIVE AGREEMENT

-between-

EllisDon Facilities Services (SAH) Inc.

-and-



UNIFOR

theUnion | lesyndicat

AND ITS LOCAL 1359

SERVICE UNIT

Full-time Bargaining Unit

Part-time Bargaining Unit

OFFICE & CLERICAL UNIT

Full-time Bargaining Unit

Part-time Bargaining Unit

Expiry: October 10, 2023

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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 Employer, the Union, and the employees represented by it, which will assist and promote the successful operation of the Employer 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 Employer 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 Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer 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 Employer 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 **their** 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 Employer 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 Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

The Employer 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 Employer shall remit by cheque the total amount of deductions made in the month and accompanying the list shall be a list of:

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

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

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

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

5.08 Access to Personnel File

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

ARTICLE 7 – WORKPLACE HARASSMENT

7.01 Workplace Harassment

The Employer and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably 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 **they have** been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, **they** may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

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

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

The Union agrees there shall be no strikes and the Employer 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 Employer will recognize a Grievance Committee composed of up to three (3) union representatives inclusive of the Unit Chairperson and two (2) Stewards, selected/elected by the union who have completed their probationary period. The grievor will be entitled to attend any meeting pertaining to **their** 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 Employer 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 Employer 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 Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of **their** duties, a Union Committee member is required to enter an area within the Employer in which **they have not been** originally employed, **they** shall report **their** presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming **their** regular duties and responsibilities, such Union Committee member shall again

report to **their** immediate supervisor. A Union Committee member shall suffer no loss of earnings for time spent in performing the above duties during **their** regular scheduled working hours.

- (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 Unifor 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 **their** normal straight time working hours at **their** regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Employers' 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 Employer 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 Employers' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Employers' Central Negotiating Committee shall advise the Employers accordingly.

It is understood that this clause does not apply to an Employer that is not participating in

Central Bargaining.

9.05 Local Negotiating Committee

- (a) The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 UNIFOR National or Local representatives when engaged in local negotiations with the Employer.

Any other local limitations as may be agreed between the parties shall be continued under 9.05.

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 **every six months or by mutual agreement**, with either party requesting a meeting in writing coupled with a proposed agenda.

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

9.07 Union Representatives

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).

Where the Unit Chairperson has accumulated 7.5 hours or more under the above provision, the Unit Chairperson will have the option to take this time as paid time off. This time will be taken within 60 days of the end of the month in which it was earned, and will be taken at a time mutually agreeable time.

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.

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

9.08 Unit Chairperson

The Employer agrees to retain the Union Chairperson at work during **their** 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 **their** 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 Employer deems it necessary to suspend or discharge an employee, the Employer 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 Employer 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 Employer 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 **they have** first given **their** immediate supervisor the opportunity of adjusting **their** complaint. The grievor may have the assistance of a committee member if **they** so desire.

Such complaint shall be discussed with **their** 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 **their** immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by **them**, to (designated by Employer as referenced in the local provisions). The employee may be accompanied by a committee member. The (designated by Employer as reference in the local provisions) will deliver **their** decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to **them**. The Union and the Employer 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 Employer as referenced in the local provisions).

A meeting will then be held between the (designated by Employer 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 Employer 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 Employer 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 **they** could have instituted **themselves** and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is an Employer 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 Employer 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 **their** 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 Employer 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 Employer'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 Employer and representatives of the Union will be final and binding upon the Employer, 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 affect 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 **they have** 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 **they** shall be credited with seniority equal to forty-five working days. With the written consent of the Employer, and the *Unit Chairperson* or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Employer.

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 Employer transfers an employee from one Unifor bargaining unit to another Unifor bargaining unit or union to non-union or vice versa, that employee will be allowed to carry accrued service, as it applies only to benefit entitlement and vacation entitlement and progression on the wage grid, i.e. Schedule "A" to the new bargaining unit.
- (c) If at any time the seniority of a part-time employee is to be compared with the seniority of a full-time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full-time seniority on the basis of 1725 hours worked as one year. Notwithstanding, at no time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent.

13.04 Loss of Seniority

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

- (a) the employee quits, retires or is retired by the Employer at normal retirement age;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (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 **their** intention to return within five (5) working days after **they have** received the notice of recall through registered mail addressed to the last address on the records of the Employer, and fails to report to work within ten (10) working days after **they have** received the notice of recall;
- (g) the employee is a casual employee who had been offered and refused work four (4) shifts in one month:

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 Employer, 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 **they** are participating for the period of the absence except that the Employer 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 Employer 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 Employer, 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 **they** shall be credited with the seniority held at the time of transfer and resume accumulation from the date of **their** return to the bargaining unit.

13.07 Transfer at Instance of Employer

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

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 Employer of a more broadly representational make-up, there shall be immediately established a Labour Adjustment Committee for the bargaining unit, which shall meet during the term of this agreement 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 Employer may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the Employer 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 Employer 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 Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Employer 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 Employer 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 Employer of a permanent or long-term nature, the Employer shall:

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

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

(b) A layoff shall not include a reassignment of an employee from **their** 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 Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer 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 **their** position will be eliminated, **they** 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 **their** position will be eliminated, **they** 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 Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the 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 **their** right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Employer to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Employer 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 **their** recall rights are still in effect. Once an employee does opt to receive the severance payment, **they** shall be deemed to have resigned, and **their** recall rights shall be extinguished.

14.04 Regional Redeployment Committee

The central parties agree to establish a Regional Redeployment Committee to facilitate the redeployment of laid off employees among the Participating Employers between Elliot Lake and Atikokan.

To achieve this objective the Employer Labour Adjustment Committee will forward to the Regional Redeployment Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Employers and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Employers are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. It is recognized that Employers shall be free to grant to any employees hired through this process full credit for service for benefit entitlement purposes, vacation and wage grid progression earned with another Employer.

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

14.05 Layoff and Recall

- (a) In the event of lay-off, the Employer 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 Employer 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 Employer shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification or who exercised **their** displacement rights to a different classification from which **they were** 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 Employer of **their** 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 Employer (which notification shall be deemed to have been received on the second day following the date of

mailing) and to return to work within ten (10) 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 **their** proper address being on record with the Employer.

- (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 **their** 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 Employer on a voluntary basis may offer exit packages of two (2) weeks to a maximum of 52 weeks pay to affected employees.

14.06 Benefits on Lay-Off

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

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

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

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

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

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 Employer will attempt to contact Part-time staff who would normally perform the duties in question.

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 **their** regular job.

- 17.02 Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer 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 Employer 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 Employer, such vacancy shall be posted by the Employer 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 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in Unifor service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Employer. 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 **their** former position.
- 18.05 The Employer 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.

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

18.07 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 Employer 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 Employer as soon as possible following a bereavement will be granted bereavement leave for five (5) 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 Employer as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of **their** 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 the employees family, (to include the family of the employees spouse) aunt, uncle, niece or nephew, pallbearer.

Where the funeral of the deceased is more than 1000 km from the Employer, 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 **their** employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application by the employee to the administration of the Employer. 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 Employer 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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that **they** will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer 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 Employer on **their** regularly scheduled day off, the Employer 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 Employer is unable to reschedule the employee and as a result **they are** required to attend on a regular day off, **they** shall be paid for all hours actually spent at such hearing at the rate of time and one-half **their** regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than **they are** scheduled to work that day, the Employer 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 Employer is unable to reschedule the employee and, as a result, **they are** required to attend during other than **their** regularly scheduled paid hours, **they** shall be

paid for all hours actually spent at such hearing at **their** 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 **they** shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer 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 **their** regular weekly earnings and the sum of **their** weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they are** in receipt of Employment Insurance 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 **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on pregnancy leave.

The Employer will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the one (1) 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.
- (e) The Employer 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.
- (f) Subject to any changes to the employee's status which would have occurred had **they** not been on pregnancy leave, the employee shall be reinstated to **their** 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 **they** shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer 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 **their** regular weekly earnings and the sum of **their** weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they were** 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 **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on pregnancy leave.

The Employer will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the one (1) 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 Employer 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 Employer 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 **they** not been on pregnancy leave, the employee shall be reinstated to **their** 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 Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer 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 **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment

shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they were** in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any supplemental unemployment benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

The Employer will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the one (1) 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 sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) 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 **they** not been on parental leave, the employee shall be reinstated to **their** 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 Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer 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 **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they were** in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any supplemental unemployment benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

The Employer will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the one (1) 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 sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) 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 Employer 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 Employer will also continue to pay the percentage in lieu of benefits for a period of up to eleven (11) weeks. The Employer 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 **they** not been on parental leave, the employee shall be reinstated to **their** 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 Employer.

Such leave shall be subject to the following conditions:

- (a) not more than (*as per the local provisions under L19*) employees of the Employer 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 Employer in accordance with the above conditions shall be paid for such leave by the Employer. The Employer 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 Unifor, 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 Employer.

During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits. The employee agrees to notify the Employer 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 Employer 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 Employer

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 Employer'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 Employer 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 Employer at least six (6) months prior to the intended commencement date of the program (i.e. 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 Employer.
- (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 Employer.
- (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 Employer 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 Employer. 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 Employer 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 Employer will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer 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 **their** 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 Employer in order to authorize the Employer 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 Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

19.08 Personal Leave

- (a) Leaves of absence without pay may be granted to an employee for purposes of health, education or any valid personal reasons at the discretion of the Vice-President or designate.
- (b) Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges in this Agreement
- (c) All leaves of absence should be applied for in writing to the Employer Vice-

President or designate.

19.09 Relief Projects

The Employer shall authorize leaves of absence without pay for employees including Skilled Trades to participate in Canadian and International relief work projects as approved by the Union. Approval is subject to the efficient operation of the affected departments.

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift, or per week, or for any period whatsoever, nor a guarantee of working schedules.

Full-Time

The normal hours of work shall be an average of thirty-seven and one-half (37 ½) hours per week based on a seventy-five (75) hour two-week pay period. Such hours shall be worked in accordance with schedules and shifts determined by the Employer. Days off shall be consecutive as far as it can be reasonably arranged.

No employee will be required to work more than seven (7) consecutive days without two (2) consecutive days off, unless mutually agreed upon between the Union and the Employer.

Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

The Employer operates twenty-four (24) hours per day, seven days a week. Day shift is recognized as the first shift of the work day.

Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

Part-Time

Hours of work for part-time employees shall be scheduled, but shall not exceed seven and one-half (7 ½) hours (exclusive of meal) per day, thirty-seven and one-half (37 ½) hours per week or seventy-five (75) hours in a bi-weekly period.

Employees covered by this agreement will not be regularly scheduled for more than 24 hours per week. However part-time employees may be offered more work in any week which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status and acceptance will not remove an employee from **their** part-time status.

Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

The Employer operates twenty-four (24) hours per day, seven days a week. Day shift is recognized as the first shift of the work day.

No employee will be required to work more than seven (7) consecutive days without two (2) consecutive days off, unless mutually agreed upon between the Union and the Employer.

Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

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 Employer will schedule a rest period of fifteen (15) minutes duration.

20.04 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and when rotating shift from nights thirty-two (32) hours will be given between the start of the night shift and the commencement of the next shift.

When rotating shifts, employees are allowed a minimum of sixteen (16) hours off between the ending of the one shift and the commencing of the other. Where the sixteen (16) hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half (1 ½)

Full-Time (only)

Further, the sixteen (16) hours off requirement between shifts of 7.5 hours applies to any two or three shift rotation between days, evening and nights. However, changes from a day shift to another day shift, or a change from an evening shift to another evening shift, shall require only a minimum of 12 hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. to 11:00 a.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of

time and one-half.

Part-Time (only)

Further, the sixteen (16) hours off requirement between shifts of 7.5 hours applies to any two or three shift rotation between days, evening and nights. However, changes from a day shift to another day shift or a change from an evening shift to another evening shift, shall require only a minimum of 12 hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. to 12:00 p.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

Where an employee is required to work a 4 hour shift, only a minimum of twelve hours off will be required from the end of that shift to the beginning of the next shift. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

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.

All other provisions related to Hours of Work or Scheduling including Weekends Off, Working During Meal Period, In-service Programs, Late Reporting, Reporting for Work, Consecutive Days, Change in Shift, Exchange of Shifts, etc. shall be continued under the Local Provisions Appendix L20. Scheduling may include the scheduling of call-in, rest periods, meal breaks, Christmas and New Year's, lieu days, distribution of overtime, posting of schedules.

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

Authorized time worked in excess of seven and one-half (7 ½) hours per day or seventy-five 75 hours in a two (2) week period, will be counted as overtime worked and will be paid at the rate of time and one-half (1 ½) the employees regular rate of pay.

It is understood and acknowledged that the Employer has the right to require employees to perform reasonable 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 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.

When overtime is to be offered to full-time employees, it shall be offered in accordance with seniority whenever practicable and provided the employee can perform the work.

In determining who is to work overtime, factors such as availability and urgency will be considered and overtime will rotate in accordance with seniority as much as practicable.

A refusal to work overtime will not give that employee the right to another overtime shift until all eligible employees have had an opportunity to either work or refuse an overtime shift.

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 **their** straight time hourly rate for all additional contiguous overtime hours worked.

Part-Time

Employees shall be entitled to payment of time and one-half (1½) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 ½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Employer. Such period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Employer 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 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.

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 **their** straight time hourly rate for all additional contiguous overtime hours worked.

21.03 Reporting Pay Full-Time and Part-Time

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

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 \$3.50 per hour for all hours on standby.

An employee who is called in to work shall assess the work required for the call in and shall contact the Supervisor, if the work falls within the core jurisdiction of an identified trade which is not their own trade, and if the Supervisor cannot be reached, that the applicable trade be contacted to perform the work. The Employer shall have the work falling within the core jurisdiction of an identified trade, performed by the appropriate trade.

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

Effective October 11, 2021, an employee shall be paid a weekend premium of **one dollar and sixteen cents (\$1.16)** per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Employer may establish.

Effective October 11, 2022, the Weekend Premium will increase by **\$0.03 per hour**. The new rate will be **one dollar and nineteen cents (\$1.19)** per hour.

Effective March 26, 2024, the Weekend Premium will increase by **\$1.50**.

21.06 Shift Premium
Full-Time and Part-Time

Effective October 11, 2021, employees shall be paid a shift premium of **one dollar and fourteen cents (\$1.14)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective March 26, 2024, the Shift Premium will increase by **\$1.00**.

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 **double time** 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 **their** regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked **their** full shift on a holiday and is called back shall receive the greater of 2 1/2 times **their** regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half **their** 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, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the ninety (90) days at a time mutually agreeable to the Employer and the employee, or payment in accordance with the former option shall be made.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked in lieu of overtime pay.

Notice of intent: The Employer will pay out any banked overtime in excess of 90 days on October 1st of each year.

Part-Time

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked in lieu of overtime pay.

Overtime may not be taken as lieu time during the month of December, inclusive, in any calendar year. Any overtime worked during this period shall be paid **accordingly**.

21.10 Paid Time to Working Time
Full-Time and Part-Time

Employees absent on approved leave paid by the Employer or by the Worker's Compensation Board, shall for the purposes of computing overtime pay during the work

schedule during which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

21.11 Premium Rates for Additional Qualifications and Designated Trades

As an incentive for employees to achieve multi-skilled status the following shall apply:

- (i) Any employee trained for the removal of Hazardous Materials and Mold Abatement and is assigned to perform this work, shall receive a premium payment of one dollar (\$1.00) per hour for each level of training for Hazardous Materials and Mold Abatement the employee has achieved and such premium shall be paid for all hours worked on the day in which the work was performed.
- (ii) Any employee certified in more than one designated trade classification in Appendix A shall have their regular hourly rate permanently adjusted by an additional three dollars and nine cents (\$3.09) per hour for each hour worked.

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance Full-Time and Part-Time

When an employee is required to and does work for three (3) or more hours of overtime after **their** normal shift, he shall be provided with a hot meal or seven dollars and fifty cents (\$7.50) if the Employer 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 seven dollars and fifty cents (\$7.50) payment.

22.02 Transportation Allowance Full-Time and Part-Time

When an employee is required to travel to the Employer or to return to her home as a result of reporting to or off work between the hours of **1800-0600** hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Employer will pay transportation costs either by taxi or by her own vehicle at the Corporate rate per kilometer [to a maximum of **thirty dollars (\$30.00)**] or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Employer satisfactory proof of payment of such taxi fare.

*Notice of Intent: If the Employer requires an employee to utilize **their** own vehicle to conduct Employer business the employee will be reimbursed at the above rate per kilometre.*

22.03 Uniform Allowance

Full-Time

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

Part-Time

Where uniforms are required, the Employer shall either supply and launder uniforms or provide a uniform allowance of \$40.00 per year in a lump sum payment in the first pay period of November of each year.

22.04 Safety Shoe Allowance

Full-Time and Part-Time

Effective the next payout following the date of ratification the Employer will provide \$140.00 per year to each full-time and part-time employee who is required by the Employer to wear safety footwear during the course of **their** duties.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer 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 Employer 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.
- (c) 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 Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Employer 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 Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

23.02 Protective Clothing

The Employer agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out above with respect to safety footwear. The Employer further agrees to meet directly with a 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 Employer is presently providing.

23.03 Violence

The Employer and the Union agree that they have a shared goal of a workplace free of violence. To that end the local parties will determine appropriate solutions to promote health and safety in the workplaces, including, but not limited to:

- Violence in the workplace (including verbal abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - (i) Electronic and visual flagging;
 - (ii) Properly trained security who can de-escalate, immobilize and detain/restrain;
 - (iii) Appropriate personal alarms;
 - (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication and work flow and individual client assessments, and
 - (v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

Workplace violence” means:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause

physical injury to the worker.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays

Full-Time

For the purpose of this Article, the night shift is the first shift of the day

(a) The following holidays shall be recognized by the Employer as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
July 1 (Dominion Day)	August Civic Holiday
Labour Day	Thanksgiving Day
Armistice Day	Christmas Day
Boxing Day	

- (b) In addition to the above-named designated holidays, there shall be an additional holiday in the form of a non-premium floating day, without loss of or deduction from regular earnings. In selecting such floating holiday consideration will be given to the wishes of the employee but the Employer's decision will govern.
- (c) In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the 11th Holiday.
- (d) Christmas & New Year's Scheduling: The Employer will endeavour to:
- i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
 - ii. Schedule employees off either Christmas or New Year's Day on a rotating basis.
 - iii. Give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.
- (e) Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the department Head in writing prior to the posting of the schedule in accordance with the Collective Agreement
- (f) Notwithstanding the above provisions, a full-time employee may notify the supervisor that **their** desire to accumulate up to four (4) paid holidays, lieu days, in order to use them as vacation. Such time to be used as a block, unless it is not feasible then other arrangements can be made. Such time may not be taken during prime time (June 15 to September 15) or during Christmas scheduling (December 15 to January 15 and this time shall not be carried over from one (1) year to the next, (eg. calendar year). The employee must give thirty (30) days notice to the supervisor in writing of the desire to use this option. All such vacation time will be

taken at a mutually agreeable date chosen between employee and supervisor.

- (g) Discussion re: Long Service Awards

Part-Time

- (a) The following holidays shall be recognized by the Employer as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
July 1 (Dominion Day)	August Civic Holiday
Labour Day	Thanksgiving Day
Armistice Day	Christmas Day
Boxing Day	Floating Day

- (b) Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the Department Head in writing prior to the posting of the schedule in accordance with the Collective Agreement.

- (c) Christmas & New Year's Scheduling: The Employer will endeavour to:

- i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
- ii. Schedule employees off either Christmas or New Year's Day on a rotating basis.
- iii. 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 **their** full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer 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 Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

24.03 Payment for Working on a Holiday

Full-Time

- (a) An employee required to work on any of the above-mentioned holidays shall be paid

on the basis of the fixed day's pay plus time and one-half (1 ½) for work performed on such day or given equivalent time off on some other day or days.

- (b) **Lieu Days:** Lieu Days will be assigned on mutual agreement between the Employer and the employee. Failing agreement to schedule the lieu day within the sixty (60) day period, having earned such lieu day, the Employer at its discretion shall assign the lieu day off.
- (c) If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof. The additional day off is not necessarily consecutive with the vacation period.
- (d) Where an employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but no other during such period of absence.

Part-Time

If a part-time employee is required to work on any of the holidays as listed in Article 24.01 the employee shall be paid at the rate of time and one half (1 ½) **their** regular straight time hourly rate for all hours worked on such holiday.

24.04 Payment for Working Overtime on a Holiday Full-Time and Part-Time

Where an employee is required to work authorized overtime in excess of **their** regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2-½) times **their** regular straight time hourly rate for such additional authorized overtime.

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 December 31st shall be entitled to two (2) weeks annual vacation. Payment for such vacation shall be prorated in accordance with **their** service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of December 31st 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 December 31st shall be entitled to three (3) weeks of annual vacation with pay.

An employee who has completed five (5) years but less than twelve (12) years of continuous service as of December 31st shall be entitled to four (4) weeks of annual vacation with pay.

An employee who has completed twelve (12) years but less than twenty (20) years of continuous service as of December 31st shall be entitled to five (5) weeks of annual vacation with pay.

An employee who has completed twenty (20) years but less than twenty-eight (28) years of continuous service as of December 31st 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 December 31st 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 December 31st shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of December 31st 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 December 31st 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 December 31st shall receive 10% of gross earnings.

An employee who has completed 36,225 hours but less than 48,300 hours of continuous service as of December 31st shall receive 12% of gross earnings.

An employee who has completed 48,300 hours of continuous service as of December 31st 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, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

25.02 Approved Leave of Absence During Vacation Full-Time

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

Serious illness is defined as an illness 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.

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 Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect.
- (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer 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 **\$450.00 every 24 months** and introduce mandatory Generic Drug Substitution unless medically indicated otherwise. The \$375 vision care benefit may be used towards the purchase of laser eye surgery.

Effective October 11, 2017 Vision Care will increase to \$375.

Effective March 26, 2024, Vision Care will increase to maximum from \$300 to 450 every 24 months.

Effective March 26, 2024, subject to superior conditions, mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) coverage up to a maximum of \$800 annually.

Chiropractic and physiotherapy shall be covered to a maximum of \$300 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 Employers where payment for one or more of these services is covered.

Effective March 26, 2024, to add a licensed or registered massage therapist, to be covered up to an annual maximum of \$375, and there shall be no cap per session. Per visit massage cap is replaced by “reasonable and customary” limitation.

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 Employer agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (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 1st 2005, orthodontics at 50/50 coinsurance to \$1,000.00 maximum per insured lifetime.

26.02 Change of Carrier

The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits provided thereby are substantially the same. The Employer 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.

26.03 Pension Plan

(a) Full-Time Employees:

All present employees enrolled in the Employer'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 an amount required by law.

(b) Part-Time Employees:

All present employees enrolled in the Employer'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

26.04 Benefits on Early Retirement

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

26.05 Benefits for Part-time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, 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 14% of **their** regular straight time hourly rate for all straight time hours paid.

26.06 Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and 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 Employer will pay the full or incremental cost for the vaccine.
- (c) If an employee refuses to take the vaccine required under this provision, **they** 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, **they** can use banked lieu time or vacation credits in order to keep **their** 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, **they** 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 Employer 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*.

26.07 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*.

26.08 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 the Workplace Safety & Insurance Board, the Employer will pay the employee's wage for the day of the accident.

27.02 Disabled Employees Full-Time and Part-Time

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

27.03 Modified Work Full-Time and Part-Time

See the Local Provisions Appendix L27.

ARTICLE 28 – SICK LEAVE

Full-Time Only

28.01 Sick Leave and Long-term Disability

- (a) The Employer 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.
- (b) The Employer 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.
- (c) 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 **their** regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (i) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,

Note: Paragraphs (ii), (iii) and (iv) below will be inserted only in those agreements where a pay-out provision existed under the former sick leave plan.

- (ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
 - (iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, **their** existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify **them** for payout under the conditions relating to such payout.
 - (iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, on application from the employee, will supplement the award made by the WSIB for loss of wages to the employee by such amount that the award of the WSIB for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workplace Safety and Insurance Benefits.
- (d) 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.
 - (e) The Employer 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.
 - (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
 - (g) 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 Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

(h) 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.

(i) Pay for Medical Certificates
Full-Time and Part-Time

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

Proof of inability to perform regular or modified duties, such as medical doctor's certificate or other medical documentation, that is satisfactory to the Employer, may be required if the employee is absent for three days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the employee to qualify for benefits.

(j) Lieu Days while on Sick Leave

Where an employee is on paid sick leave, the Employer 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 Employer for payment equivalent to the lesser of the benefit **they** would receive from WSIB if her claim was approved, or the benefit to which **they** 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 Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer 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 Employer with recent and related experience, may claim at the

time of hiring on a form supplied by the Employer consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Employer shall then evaluate such experience during the probationary period. Where, in the Employer'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 rated classification so that **they** shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of **their** previous classification (provided that **they do** not exceed the wage rate of the classification to which **they have** 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 **their** 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 Employer, the Employer 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 Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new 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 Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (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 Employer 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 Employer 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 Employer.

29.05 Progression on the Wage Grid
Part-Time Only

Effective October 10, 1986 employees 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 Preceptor: Apprenticeship

A Skilled Trade employee may be required as part of their regular duties, to take on the responsibility of being a preceptor. A preceptor occurs between a Skilled Trade employee and an apprentice of the same trade.

All apprenticeship programs will have a written learning plan that outlines goals, expectations, feedback, evaluation and time frames. Learning plans will be developed by the manager, preceptor and the apprentice.

The preceptor shall be paid an additional \$0.35 per hour when an apprentice is assigned to the preceptor on **their** prescheduled shifts.

Other provisions dealing with compensation such as classification premiums and administration provisions regarding payment of wages and pay day shall be continued in the Local Provisions Appendix L29.

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

The Employer 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

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 Employer 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 **their** 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 **them**. 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, **2023** 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.

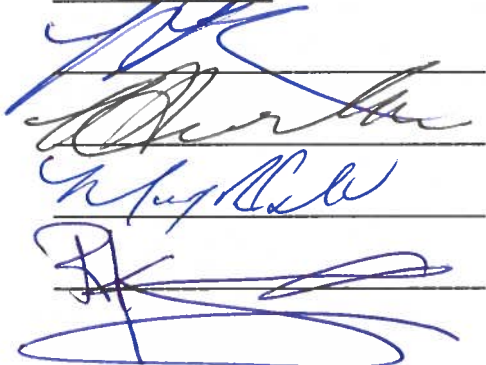
33.02 Term

This Agreement shall continue in effect until October 10th, **2023** 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.

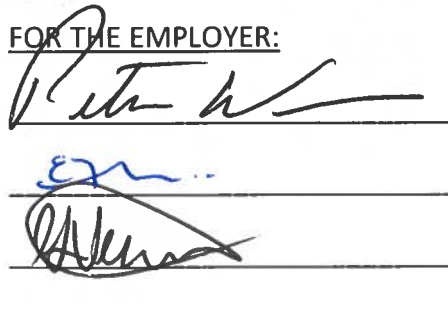
Dated this 7 day of October, **2024**.

LLB:racope343

FOR THE UNION:



FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Violence Against Women

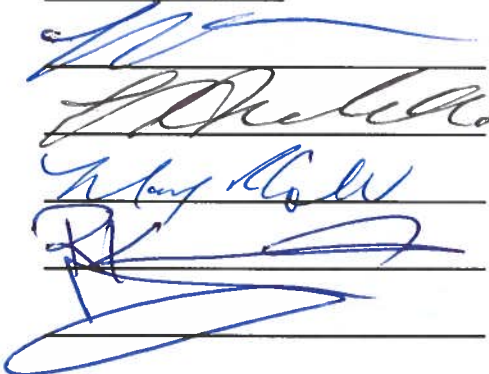
The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer,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

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

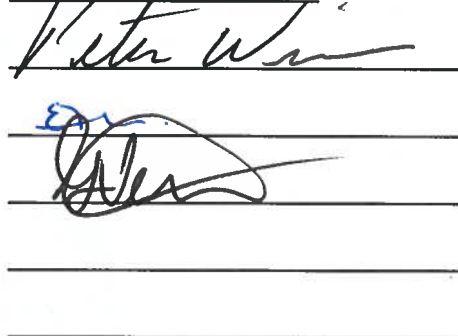
Dated: September 26, 2002

Renewed this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Arbitrators

The Parties hereby agree that the arbitrators indicated below have been mutually agreed to for the purpose of referring grievances to arbitration.

Randy Levinson
Christopher Albertyn
Peter Chauvin
Jesse Nyman

The parties shall mutually agree on the selection of an arbitrator from those arbitrators indicated above, recognizing the issue in dispute and attempts to hear the matter as expeditiously as practicable.

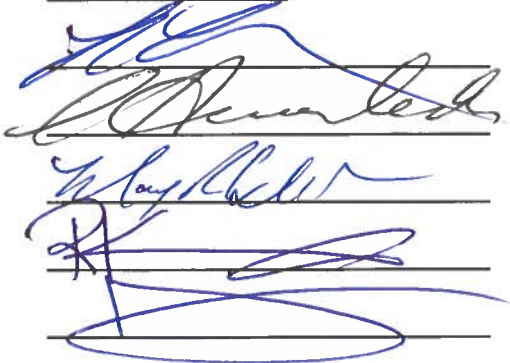
The parties may mutually agree to expand the list of arbitrators above.

Nothing in this agreement diminishes either party's ability to exercise their rights under the Ontario Labour Relations Act or other legislation.

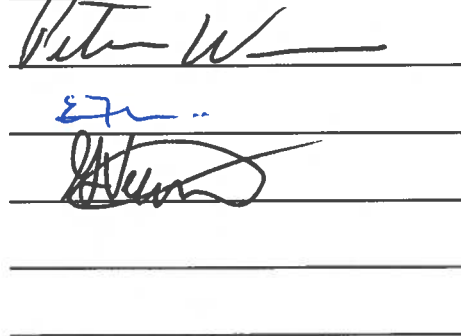
Dated: September 26, 2002

Renewed this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: 29.01 Experience Pay


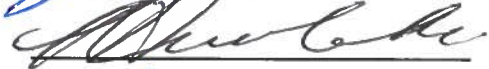




The Employer will recognize that employees are to be notified of the existence of Article 29.01 at the time of hire.

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

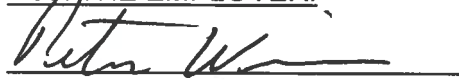




Dated: December 21, 2004

Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Joint Commitment in Dignity and Respect at Work

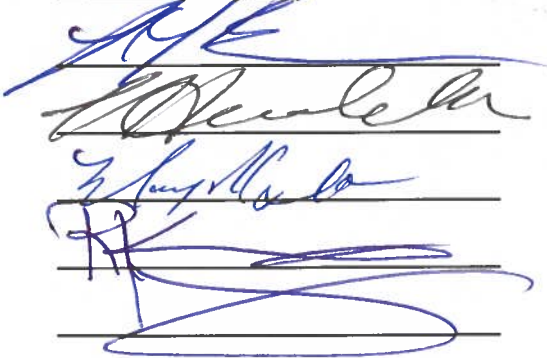
The parties agree that abuse and/or threatening behaviour is not tolerated. Staffs are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not 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 **their** immediate supervisor who will assess the situation and give further direction.

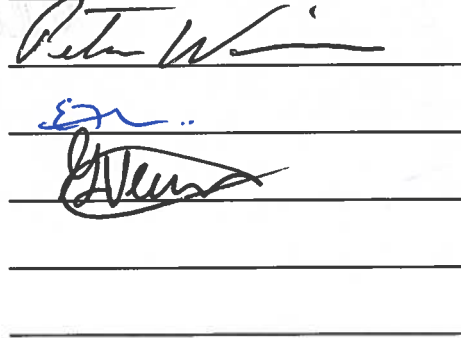
Dated: December 21, 2004

Renewed this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359






Re: Paid Education Leave

The Employer agrees to forward to UNIFOR on behalf of all its bargaining units, at an address indicated by the local union, a cheque in the amount equal to **\$0.04** per hour for the purposes of PAID EDUCATION LEAVE (PEL), on October 10th of each year.

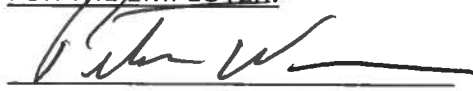


Dated: February 12, 2002


Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR






Re: Benefits Providers

EllisDon Facilities Services (SAH) Inc. agrees that when informing the Local Union of its intention to tender offers for new carriers, it will also inform Green Shield of Canada.






Dated: December 21, 2004

Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR

Re: Mental Health

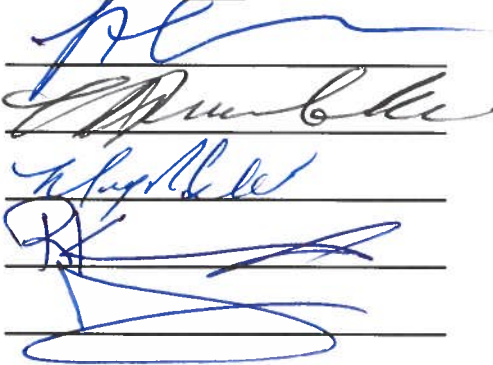
The parties agree that a psychologically healthy work environment is a desirable objective for both EllisDon Facilities Services (SAH) Inc. and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

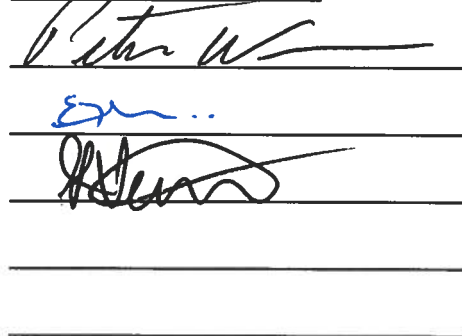
Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and its effect in the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

Dated this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And


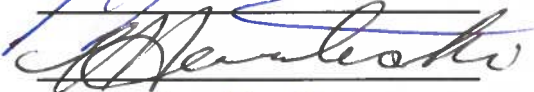



UNIFOR

Re: Racial Justice Advocate




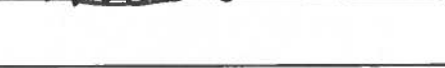

Each year on March 21 at 11:00AM, work will stop and one (1) minute of silence will be observed in support of Racial Justice.

Dated this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LOCAL PROVISIONS APPENDIX

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ARTICLE L2 – SCOPE AND RECOGNITION

Full-Time: Service

- 2.01 **EllisDon Facilities Services (SAH) Inc.** recognizes the UNIFOR, Local 1359 for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of the Sault Area Hospital at Sault Ste. Marie and Algoma District, save and except technical personnel, supervisors, persons above the rank of supervisors, persons above the rank of foreman, chief engineer, office staff and persons regularly employed for not more than twenty-four (24) hours per week on average and students hired for the school vacation period.

Part-Time: Service

- 2.02 **EllisDon Facilities Services (SAH) Inc.** recognizes the UNIFOR, Local 1359 for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of the Sault Area Hospital at Sault Ste. Marie and Algoma District, regularly employed for not more than twenty-four (24) hours per week on average, and students employed during the school vacation period, save and except technical personnel, supervisors, persons above the rank of supervisors, foreman and persons above the rank of foreman, chief engineers office and clerical staff.

Full-Time: Office & Clerical

- 2.03 **EllisDon Facilities Services (SAH) Inc.** recognizes the UNIFOR, Local 1359 for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel employed at the Sault Area Hospital at Sault Ste. Marie and Algoma District, save and except supervisors, persons above the rank of supervisors, technical personnel, persons regularly employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week on average and persons covered by a subsisting collective agreement between UNIFOR, Local 1359 and the Employer.

Part-Time: Office & Clerical

- 2.04 **EllisDon Facilities Services (SAH) Inc.** recognizes the UNIFOR, Local 1359 for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel at the Sault Area Hospital at Sault Ste. Marie and Algoma District, regularly employed for twenty-four (24) hours per week on average, save and except supervisors, persons above the rank of supervisors, technical personnel and persons covered by a subsisting collective agreements.

ARTICLE L3 – MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive right and power of the Employer:

- (a) To direct the working force, to discharge employees for just cause, subject to the use of the Grievance Procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.

- (b) Generally to manage and operate the Employer in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement. Such rules and regulations and any changes thereto shall be communicated to the employee and the Union.

ARTICLE L4 – DEFINITIONS

- 4.01 "Temporary Employee" shall mean an employee who is 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 a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to 12 months where the leave of the employee being replaced extends that far. The period of the 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 **their** probation period will be credited with the appropriate seniority.

The Employer 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.

4.02 Definition of Employee

- (a) "Employee" shall include only such persons coming within the scope of the bargaining unit as per Article 2 of the agreement.
- (b) "Steward/Chairperson shall mean an employee of the Employer who has completed the probationary period of service with the Employer and whose name has been forwarded to the Employer by the Union in writing confirming **their** appointment as such, and who has not been replaced by the Union without written notice to the Employer.
- (c) "Regular Part-time Employee" is defined as a person who;
 - I) normally works not more than an average of 24 hours per week
 - II) who makes a commitment to the Employer to be available for work on some pre-determined basis and in respect of whom there is a pre-determined schedule.

It is agreed that persons employed on a part-time basis and who temporarily works as full-time relief will be covered under the terms of this part-time agreement. Temporary shall be defined as not exceeding a continuous period of six (6) months or in the case of Pregnancy and, or Parental leave, the length of such leave.

- (d) "Casual/Unscheduled Employee" shall mean an employee who is not scheduled on a pre-scheduled basis and is available to work on any shift on an as needed basis.

- 4.03 "Administrator" shall mean the President or **their** appointee of **EllisDon Facilities Services (SAH) Inc.**

ARTICLE L5 - UNION SECURITY

5.05 Seniority Lists

Seniority Lists of Full-time and Part-time employees shall be posted every six (6) months. Copies of the seniority lists will be supplied to the Union upon request. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

5.06 Bulletin Boards

The Employer shall provide a Union bulletin board in mutually agreed upon location.

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 Manager, Human Resources for approval before posting. All outdated notices shall be removed by the Union.

ARTICLE L9 - UNION REPRESENTATION AND COMMITTEES

9.02 Grievance Committee

The Employer will recognize a Grievance Committee composed of up to three (3) union representatives inclusive of the Unit Chairperson and two (2) Stewards, selected/elected by the union who have completed their probationary period.

9.05 Local Negotiating Committee

- (a) The local negotiating committee shall be comprised of two (2) Unit Chairpersons or one Unit Chair and one assistant unit chair from the Sault Area Hospital, Service Unit, in addition to three (3) committee members.
- (f) The Parties agree that the Unit Chairperson from the Thessalon Division of the Plummer Memorial Hospital participate jointly in local negotiations with the Sault Area Hospital during local negotiations. Therefore, the local negotiating committee shall be comprised of two (2) Unit Chairpersons, one from Thessalon and one from the Sault Area Hospital, Service Unit, in addition to three (3) committee members.

- 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 fifteen (15) 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).

Where the Unit Chairperson has accumulated 7.5 hours or more under the above provision, the Unit Chairperson will have the option to take this time as paid time off. This time will be taken within 60 days of the end of the month in which it was earned, and will be taken at a time mutually agreeable time.

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.

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

ARTICLE L11 – GRIEVANCE PROCEDURE

11.03 Step 1

The employee shall submit the grievance, in writing, and signed by **their** immediate supervisor. The employee may be accompanied by a committee member. The immediate supervisor will deliver **their** decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to **them**.

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Human Resources Department.

A meeting will then be held between the Vice-President or designate 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.

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 Vice-President or designate (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

ARTICLE L14 - JOB SECURITY

Full-Time and Part-Time

14.05 Layoff and Recall

- (d) Initial job vacancies identified as per Article 14.01(b) will be posted and the secondary vacancy (or vacancies) will be offered as recall to employees(s) on layoff, as per Article 14.05 (c)

ARTICLE L17 – TECHNOLOGICAL CHANGE

- 17.06 The Employer shall have the option to negotiate a preferred rate with eye examination providers. Employees will have the option to have to eye examination at the provider of their choice, but will be reimbursed at the preferred rate.

(Above language changes agreed to with the understanding that should the Central Teams apply 17.06 to all members, this would also apply to all members. Should the Central Teams eliminate Article 17.06 this language will not be needed.)

ARTICLE L18 – JOB TOSTING

Full-Time and Part-Time

- 18.07 (b) The Parties agree that the trial period may be extended on mutual agreement of the Union, Employee and Employer. Any extension will be in writing and specify the length of the extension.

Further, the parties agree there is no trial period for new hires as implied by Article 18.07. New employees fall under Article 13.01- Probationary Period.

ARTICLE L19 – LEAVES OF ABSENCE

19.03 Jury and Witness Duty

Part-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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that **they** will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Employer 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 Employer on a day on which **they have** not been scheduled to work, **they** shall be paid for all hours actually spent at such hearing at **their** regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a), (b) and (c) above.

19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of no longer than a two (2) week period and will not be requested on more than two (2) occasions per calendar year provided such leave does not interfere with the continuance of efficient operation of the Employer.

Such leave shall be subject to the following conditions:

- (a) not more than three (3) employees of the Employer are absent on any such leave at the same time, and not more than one (1) employee from a department (or Nursing Unit);

In addition to the leave of absence set out above, members of the Union Executive Board and/or council employed by the Employer will be entitled to an additional cumulative leave of absence, without pay, not to exceed 10 days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or council meetings.

ARTICLE L20 – HOURS OF WORK & SCHEDULING

20.01 Daily and Weekly Hours of Work

- (b) Where an Employee is scheduled by the Employer to work more than 7 consecutive days, premium payment of 1 ½ times the employee's regular straight time hourly rate will be paid for all hours worked on an 8th and 9th scheduled day.

20.05 Week-ends Off

Full-Time

In scheduling shifts the Employer will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) unless the Employer, 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 was advised at 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 Employer 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 employees affected and approved by the Union.

Part-Time

In scheduling shifts the Employer will endeavour to arrange schedules so as to provide for a minimum of six (6) weekends off in every twenty-four (24) week period, and in any event, at least one (1) weekend off in each four (4) week period. Where a weekend off is not granted within a four (4) week period, time worked on such fourth weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) unless the employer, 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 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 Employer 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 employees affected and approved by the Union.

20.06 In-Service Programs

Any-in-service classes where the Employer requires an employee to attend, will be compensated for such time at straight time.

20.07 Posting of Schedules:

Four week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Errors if any, will be corrected as soon as possible by the supervisor who made the schedule. (See Letter of Understanding re: Scheduling of Part-Time staff. This LOU will expire with the current collective agreement - 2009-2012).

20.08 Exchange of Shifts:

The Employer 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 to the Employer results from such exchange of shift.

20.09 Notice of Change or Cancellation of Shifts:

Full-Time

The Employer will endeavour to provide as much advance notice as practicable of a change or cancellation in the posted schedule. Changes or cancellations to the posted work schedule shall be brought to the attention of the employee. Every attempt will be made to notify the employee personally. Where less than forty-eight (48) hours notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of **their** new schedule.

Part-Time

The Employer will endeavour to provide as much advance notice as practicable of a change or cancellation in the posted schedule. Changes or cancellations to the posted work schedule shall be brought to the attention of the employee. Every attempt will be made to notify the employee personally. Where less than twenty-four (24) hours notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of **their** new schedule.

20.10 Late Reporting

Employees who report late shall suffer penalties in accordance with the following scale:

- (i) not more than fifteen (15) minutes late-penalty one-quarter (1/4) hour
- (ii) more than fifteen (15) minutes and not more than thirty (30) minutes late-penalty one-half (1/2) hour.
- (iii) More than thirty (30) minutes and not more than forty-five (45) minutes late-penalty three-quarters (3/4) hours, and so on, in units of one quarter (1/4) hour.

20.11 Casual Employee

It is understood that casual employee(s), as per Article 4.02 (d), shall only be utilized where regular part-time employee(s) are not available without incurring premium.

ARTICLE L21 – PREMIUM PAYMENT

ARTICLE L25 - VACATION

25.02 Vacation Scheduling

The following principles will be utilized in determining vacation scheduling:

- (a) The vacation year shall be January 1 to December 31 of each year.
- (b) The number of employees off at any one time will be in accordance with departmental policy.
- (c) Vacation lists will be posted January 1.
- (d) Employees will submit their vacation requests by February 1 in accordance with departmental procedure.
- (e) Vacation approvals will be given by February 15.
- (f) Vacation will be booked in accordance with employee's seniority prior to February 1.
- (g) During prime time (June 15 to September 15) employees will be allowed to book up to two (2) weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.
- (h) When an employee transfers from one department to another after vacation entitlement is booked, that employee must abide by departmental seniority, in the department to which **they are** transferring. In booking vacation for the year that the transfer took place, each year thereafter, employer seniority shall prevail.
- (i) Vacation entitlement will not be carried over and accumulated from one year to the next.
- (j) Employees will be notified by Sept. 1st that any unbooked vacation must be booked by Sept. 15th. If the vacation is not booked by Sept. 15th, it will be booked by the Manager during the period of Oct. 1st to Dec. 1st.

ARTICLE L27 – INJURY AND ISABILITY

27.03 Modified Work:

The Employer and the Union, realizing the benefits to be derived from an injured or ill employee being returned to gainful employment as soon as possible, agree that they and

all employees and supervisors at all levels, will cooperate to the fullest extent to promote the Modified Work Program.

To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed be altered. The specific terms of the program will be signed by the Employer and the Union.

ARTICLE L29 – COMPENSATION

29.06 Wage Administration

Payment of Wages:

- (a) It is mutually agreed that employees shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by 12 and dividing it by 26 and this will constitute a bi-weekly pay.
- (b) regular pay days shall be every second Friday during the terms of this agreement.
- (c) Employees shall be paid by bank deposit in the bank of the employees' choice and each employee shall be issued a statement showing earnings deductions and net pay. The bank to be within the municipality of residence or employer.

ARTICLE L31 – GENERAL

31.02 Workload

Where an employee or group of employees covered by this agreement and governed by an Ontario College under the Health Disciplines Act or related legislation, has cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is agreed by the parties that such workload problem may be discussed by the Labour/Management Committee. Such complaint must be filed in writing within fifteen calendar (15) days of the alleged assignment.

31.03 Health Examination

When required by the Administration, the employee will submit to a physical examination, stool examination and/or culture including laboratory test, x-rays, inoculations vaccination, it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by the *Public Hospitals Act, R.S.O. 1982 Reg. 865* and amendments thereto and/or Regulations passed thereunder.

31.04 Union Office

The parties agree that the Employer will endeavor to make available an office/space for the exclusive use for the Unit Chairs and chairpersons (stewards) to conduct Union Business.






31.05 Liability Insurance

Upon request of the Local union and with reasonable notice, the Employer 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 classification of employees represented by the Union.






Dated this 7 day of October, 2024.

LLB:racope343

FOR THE UNION:

FOR THE EMPLOYER:

Letter of Understanding

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Roster of Arbitrators

In accordance with the Letter of Understanding "Roster of Arbitrators" signed by the parties on February 12, 2002, and appended to the collective agreement ratified on March 31, 2002, the parties agree to the following guidelines.

1. The roster will consist of the following six arbitrators and will be selected as follows:





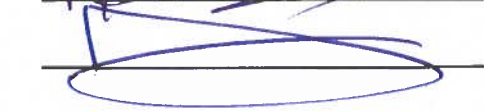
Louisa Davies
Dan Harris
Bram Herlich
Kelly Waddingham
John Stout
Paula Knopf

2. In any case where an arbitrator is unable to provide hearing dates within 60 days of the date the grievance was referred to arbitration, the parties may, by mutual agreement accept the proposed date provided by the arbitrator or may choose to select another arbitrator from the roster indicated in paragraph 1.
3. Hearings will be held alternately on Hospital or Union premises, or at other locations by mutual agreement.
4. The Union will notify the Manager, Human Resources, as far in advance as possible of the names of bargaining unit employees required to attend arbitration hearings as witnesses.
5. The parties agree that this letter of agreement will continue from the date of signing to October 10, 2004, subject to renewal by the parties.






Created: October 10, 2002

Dated this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF AGREEMENT

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Part-time Vacation Pay-out

Regular Part-time employees may utilize accumulated vacation pay for the purpose of maintaining income during vacation periods.

The employee must submit their request to their manager, in writing, no less than 2 weeks prior to the commencement of the vacation period.





Payment will be made in the pay period in which the vacation period commences and will be included on the corresponding payroll deposit.

Any and all accumulated vacation pay remaining at the end of the calendar year will be paid out to the employee on the first full pay period in January.




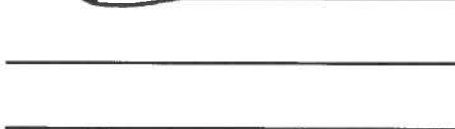
Created: March 19, 2007

Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF AGREEMENT

- Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

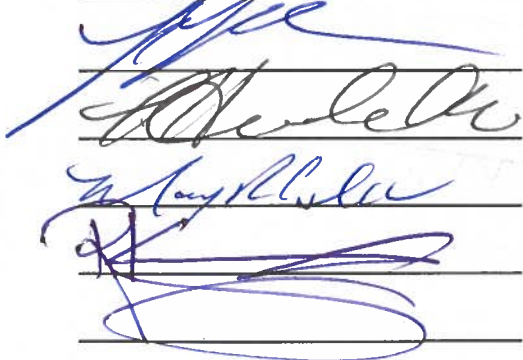
Reassignment – Return to former position

An employee reassigned to a different position within the Bargaining Unit in accordance with Article 14.02 b) of the Collective Agreement shall have the option of returning to the position **they** held prior to the reassignment should it become vacant within six (6) months of the effective date of being reassigned.

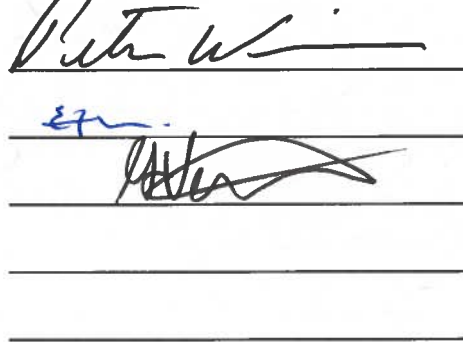
Created: March 19, 2007

Renewed this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF AGREEMENT

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359


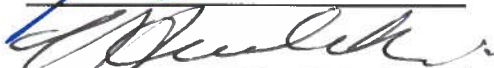



Re: Printing of Collective Agreements

The parties agree that the Collective Agreements will be printed within 90 days of the date of ratification. The cost of the printing of the Collective Agreements will be shared equally between the parties.

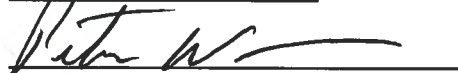

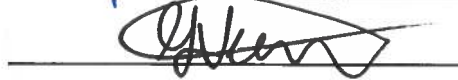


Created: March 19, 2007

Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Labour Management Committee

The parties agree that issues appended to this letter of understanding will be referred to the Labour Management Committee. It is the responsibility of both parties to ensure this committee meets and deals with these issues. Any issues not brought to the committee before the expiry of this collective agreement will not be subject for discussion at the next round of collective bargaining.

Appendix to Labour Management Letter of Understanding:

Outstanding issues from collective bargaining to be discussed at Labour Management Committee

Service Bargaining Unit

Scheduling/Staffing Issues

- Master Rotations – part time
- Implementation issues associated with the Equitable Distribution of Shifts
- Full Time Lines

Workload Concern Process

Hospital Slow Down

Job Sharing

Women's Advocate

Substance Abuse and Employee and Family Assistance Program

Employment Testing

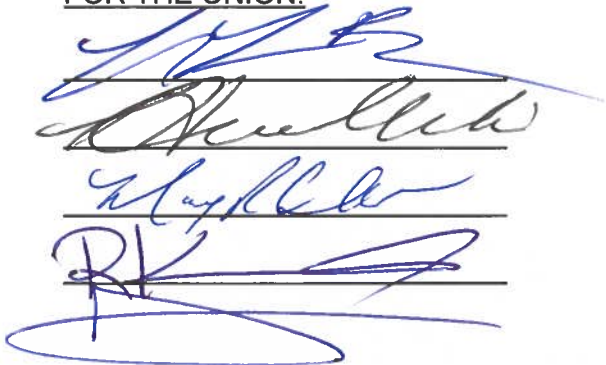
Skilled Trades Issues

Contracting Out Concerns/**Contract Worker**

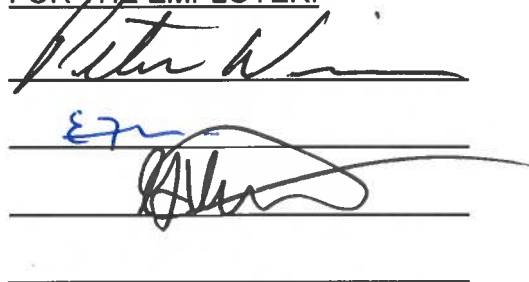
Shift Selections by rotation-seniority

Dated this 7 day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF AGREEMENT

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

Re: Requests for Stats and Vacation over Christmas Week

The parties acknowledge that the Employer maintains the exclusive right to determine the number of employees off on vacation at one time, and the periods during which vacation will be approved.


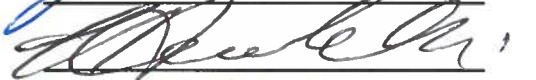

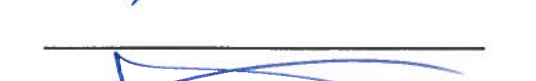

The parties further acknowledge that during the period of Christmas and New Years the Employer may restrict the booking of vacation in order to comply with Article 24.01.

Notwithstanding the above, staff may request to book vacation during the Christmas and New Years period. Approval of this request will be at the sole discretion of the department manager.






Created: March 19, 2007

Renewed this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF AGREEMENT

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

RE: Skilled Trades

Job Description

The parties agree to jointly develop job descriptions for all skilled trades positions.

Definition of Journeyperson

A journeyperson shall mean any person in a designated Skilled Trades position (carpenter, plumber, painter, electrician, Third Class Engineer) who:

- a) presently holds a Certificate of Qualification in a skilled trade, or
- b) has served a bona fide apprenticeship and holds a certification which substantiates their claim of such service and holds a Certificate of Qualification, or
- c) has eight (8) years of practical experience in the skilled trade in which they claim a journeyperson designation and can prove the same. A UNIFOR journey person Card will be accepted as proof.

Canadian Skilled Trades Council Dues

The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year from those employees in positions who are deemed by the Employer as requiring a designated skilled trade. The deductions will be made in January, and submitted to the financial secretary of the local union with the names of the employees.

Apprenticeship

The Employer will consult the union to develop language should we wish to introduce an apprenticeship program at the hospital.

Off Hours Telephone Consultation

A skilled Tradesperson and/or a Maintenance II worker shall receive payment of one hour at overtime rates for telephone consultation on off hours where that specific skill set is required to resolve a problem, subject to the approval of the manager.

Tool Allowance

The Employer agrees to a one time tool allowance of \$300 for new full time employees and \$150 for new part time employees in the following job classifications:






- Third Class Engineer
- Maintenance Mechanic – Laundry
- Skilled Trades – Plumber, Painter, Carpenter
- Electrician
- Maintenance II
- Environmental Service worker

Wages

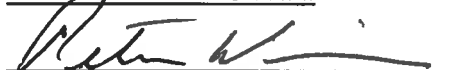


As set out in Appendix A

Dated this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And

UNIFOR Local 1359

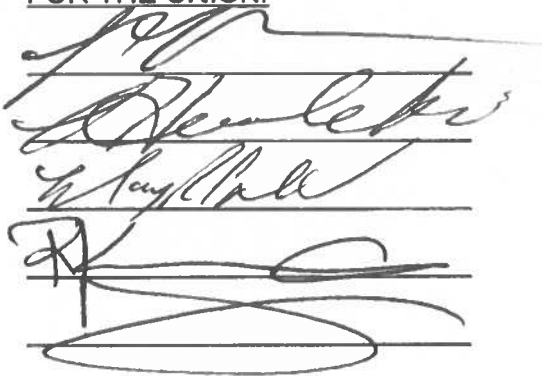
Re: HVAC/Refrigeration Technician

Upon becoming certified as a Refrigeration Technician in Ontario, the HVAC Technician classification will be renamed HVAC/Refrigeration Technician and will be moved to the same wage band in the wage table as the Master Electrician.

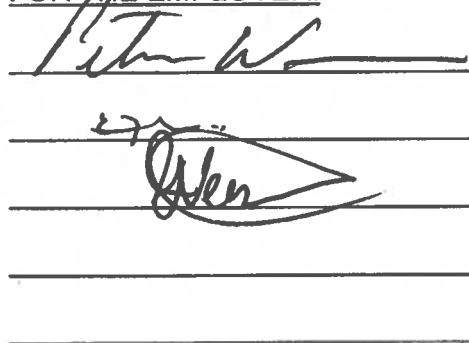
The HVAC/Refrigeration Technician will then perform and assume the additional duties within their job description that consists of duties performed by a Refrigeration Technician such as but not limited to preventative maintenance tasks and demand task repairs to the Refrigeration systems within the facility.

Dated this 7 day of October, 2024.

FOR THE UNION:

The Union side of the document features four horizontal lines for signatures. The first line has a signature that appears to be 'J. Smith'. The second line has a signature that appears to be 'D. Bennett'. The third line has a signature that appears to be 'W. King'. The fourth line has a signature that appears to be 'R. King'.

FOR THE EMPLOYER:

The Employer side of the document features four horizontal lines for signatures. The first line has a signature that appears to be 'Peter W.'. The second line has a signature that appears to be 'J. King'. The third and fourth lines are blank.

LETTER OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And

**UNIFOR Local 1359
And Its Full-Time and Part-Time
Service and Office and Clerical Bargaining Units**

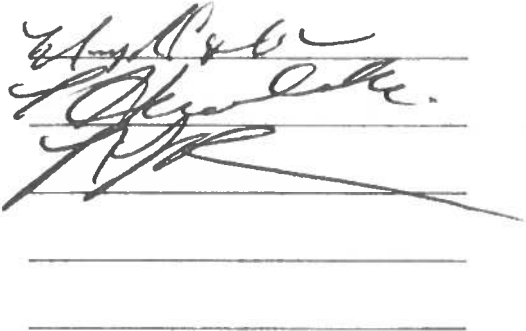
RE: Parking

The Employer shall provide all employees who have paid for parking at the Sault Area Hospital with a receipt for such payments for the period January 1st to December 31st of each year by January 31st of the next calendar year.

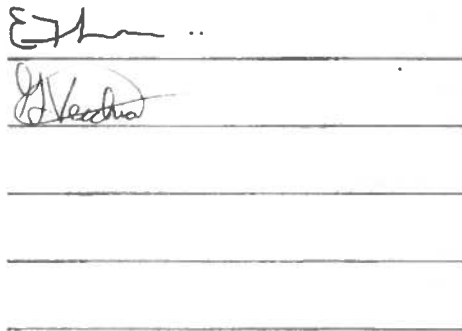
Effective March 26, 2024, parking receipts will be issued only at the request of the employee who has requested it.

Dated this 7th day of October, 2024.

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And






UNIFOR Local 1359
And Its Full-Time and Part-Time
Service and Office and Clerical Bargaining Units

RE: Painter




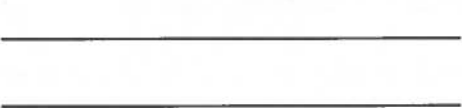
The Employer agrees that painting work as set out in the current job description, including routine maintenance painting, is work falling within the trade classification of a Painter. Notwithstanding the foregoing, the Union agrees that the Employer is entitled to subcontract out **painting of lines in parking lot** provided that doing so does not result in the layoff or reduction in hours of a painter performing such work or the elimination of a painter position.

Dated this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And

**UNIFOR Local 1359
And Its Full-Time and Part-Time
Service and Office and Clerical Bargaining Units**

RE: ESA – Excess Hours of Work Agreement

Whereas the Union agrees that the Employer may exceed the hours of work limitations set out in section 17 of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:


1. The Union and the Employer enter into this excess hours agreement in accordance with subsections 17 of the Employment Standards Act (ESA), 2000 in order for the Employer to permit the employees to work hours in excess of the maximum daily and/or weekly hours of work permitted by subsection 17 of the ESA, 2000.
2. The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule designed to provide full-time employees an average of 37.5 hours per week and no more than 75 hours in a two week period in accordance with the provisions of the Collective Agreement, any other scheduling agreements between the parties and this Excess Hours of Work and Averaging agreement.
3. The parties agree that employees working 8 hour tours will not be scheduled for more than five (5) tours per week, except as expressly agreed to otherwise by the parties.
4. All schedules which may alter any terms and conditions of the Collective Agreement, this agreement and other agreements between the parties, must be forwarded to the President of the local union for review and agreement prior to implementation.
5. The implementation or discontinuation of schedules not in compliance with this agreement, the collective agreement and other agreements between the parties in a specific department, will be done by secret ballot voted and conducted by the Union. Any schedules implemented as a result of a positive vote, as referenced herein, will be in accordance with an innovative schedule that has been developed and agreed to by the Union and the Employer as a separate Letter of Understanding for that department.
6. The Union agrees that employees may be asked to work more than their regular prescheduled hours in a workday, up to the limits set out in section 18 of the Act. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.


7. The Union agrees that full-time and part-time employees may be asked to work additional hours to those on their master schedule rotation, such that they may be asked to work up to but not exceeding 60 hours in a work week which is defined as Monday to Sunday. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
8. Overtime and other premiums shall be paid in accordance with the Collective Agreement and any applicable Letters of Agreement and Understandings between the Employer and the Union.
9. This agreement shall expire in conjunction with the expiration of the collective agreement and will be renegotiated and or renewed, if remaining applicable, in conjunction with the collective bargaining or either party may terminate this Agreement after giving written notice to the other party as per section 17 of the Act.


This letter of Understanding will replace all previous Letters of Understanding.


Dated this 7 day of October, 2024.


FOR THE UNION:














FOR THE EMPLOYER:







LETTER OF UNDERSTANDING

Between

EllisDon Facilities Services (SAH) Inc.

And

**UNIFOR Local 1359
And Its Full-Time and Part-Time
Service and Office and Clerical Bargaining Units**

RE: Promotion of Skills Development & Apprenticeship

The Employer and the Union (together "the parties") agree that it is in their collective interest to advance skills development and apprenticeship opportunities for employees at the Sault Area Hospital. Accordingly, the parties commit to work together via the Labour Management Committee, to advance such opportunities.







The Committee agrees within six months of signing this agreement, to meet for the purpose of establishing the following principles:

- identifying those employees who show an interest in trade apprenticeship and skills advancement; **by seniority**
- identifying additional skills required by the Employer;
- developing a plan (the "Apprenticeship Plan") to advance skills development and apprenticeship consistent with the needs of the business; and
- determining conditions around which the Employer can facilitate such training and development;
- developing a rate of pay appropriate for each level of the apprenticeship of maintaining their regular rate of pay, if greater.
- **Develop an education list for employees who wish to advance their skills for other classifications within the organization.**
- **the employer will reimburse the full cost associated with the education, once the education has been successfully completed and provide the proof of documentation when requested by employer.**




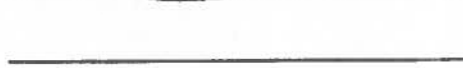

On agreement, the Apprenticeship Plan will be implemented by the Employer and reviewed annually by the Labour Management Committee.

Dated this 7 day of October, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX A

Classification	Date	Basic	Year 1	Year 2
Maintenance Clerk / Dispatcher	October 11, 2020	23.73	23.96	24.19
	October 11, 2021	24.86	25.10	25.34
	October 11, 2022	25.73	25.98	26.23
Maintenance I	October 11, 2020	23.92	24.12	24.41
	October 11, 2021	25.06	25.27	25.57
	October 11, 2022	25.93	26.15	26.46
Maintenance II / Groundskeeper	October 11, 2020	26.54	26.74	27.01
	October 11, 2021	27.80	28.01	28.29
	October 11, 2022	28.77	28.99	29.28
Skilled Tradesperson (Carpenter, Plumber, Painter, HVAC Tech, 3rd Class Engineer, Laundry Mechanic, Electrical/Electronic Technician)	October 11, 2020	30.05	30.34	30.65
	October 11, 2021	31.48	31.78	32.11
	October 11, 2022	32.58	32.89	33.23
Electrician	October 11, 2020	30.06	30.35	30.66
	October 11, 2021	31.49	31.79	32.12
	October 11, 2022	32.59	32.90	33.24
Master Electrician / Instrumentation Tech	October 11, 2020	33.27	33.60	33.94
	October 11, 2021	34.85	35.20	35.55
	October 11, 2022	36.07	36.43	36.80

Effective October 11, 2021, wage will increase by 4.75%

Effective October 11, 2022, wages will increase by 3.50%