

# **COLLECTIVE AGREEMENT**

**-between-**

**ST. JOSEPH'S GENERAL HOSPITAL**

**-and-**



**UNIFOR**  
theUnion | lesyndicat

**LOCAL 1359**

**SERVICE UNIT**

**FULL-TIME BARGAINING UNIT  
&  
PART-TIME BARGAINING UNIT**

**Expiry: October 10, 2025**



## **PARTICIPATING HOSPITALS - UNIFOR**

### **HOSPITALS**

Atikokan **Health and Community Services**

Elliot Lake, St. Joseph's Hospital

Geraldton District Hospital

Marathon & Terrace Bay, North of Superior Healthcare Group (NOSH)

Nipigon District Memorial Hospital

Santé Manitouwadge Health

Sault Area Hospital

Thunder Bay, Sister Margaret Smith Centre

Thunder Bay, St. Joseph's Care Group

Wawa, Lady Dunn Health Centre

The parties agree that superior conditions shall be maintained.

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - SCOPE AND RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
ARTICLE 4 - DEFINITIONS .....	1
ARTICLE 5 - UNION SECURITY .....	1
5.01 Union Dues.....	1
5.02 Interview Period.....	2
5.03 Access to Premises.....	2
5.04 Data to be supplied to the Union/Employee Lists.....	2
5.05 Posting of Seniority Lists .....	2
5.06 Bulletin Boards .....	3
5.07 T4 Slips .....	3
5.08 Access to Personnel File .....	3
ARTICLE 6 - NO DISCRIMINATION .....	3
ARTICLE 7 - WORKPLACE HARASSMENT .....	3
ARTICLE 8 - NO STRIKE/LOCKOUT .....	4
ARTICLE 9 - UNION REPRESENTATION AND COMMITTEES .....	4
9.02 Grievance Committee .....	4
9.03 Union Stewards .....	5
9.04 Central Bargaining Committee.....	5
9.05 Local Negotiating Committee.....	6
9.06 Labour/Management Committee .....	7
ARTICLE 10 - ADMINISTRATION OF DISCIPLINE.....	8
10.01 Administration of Discipline.....	8
10.02 Letters of Reprimand .....	8
ARTICLE 11 - GRIEVANCE PROCEDURE .....	9
ARTICLE 12 - ARBITRATION PROCEDURE .....	11
ARTICLE 13 - SENIORITY.....	12
13.01 Probationary Period.....	12
13.02 Definition of Seniority.....	12
13.03 Transfer of Service and Seniority.....	13
13.04 Loss of Seniority .....	13
13.05 Effect of Absence .....	14
13.06 Transfer to Positions Outside of the Bargaining Unit.....	15
13.07 Transfer at Instance of Hospital .....	15
ARTICLE 14 - JOB SECURITY .....	16
(b) Labour Adjustment Committee .....	16
14.02 Notice of Lay-off .....	17
14.03 Severance and Retirement Options.....	18
14.04 Layoff and Recall.....	19
14.05 Benefits on Lay-Off.....	21
ARTICLE 15 - NO CONTRACTING OUT.....	21
ARTICLE 16 - WORK OF THE BARGAINING UNIT .....	22
16.01 Work of the Bargaining Unit.....	22
16.02 Volunteers .....	22
16.03 Employment Agencies.....	22
16.04 Ratio of R.N.'s to R.P.N.'s.....	23

ARTICLE 17 - TECHNOLOGICAL CHANGE .....	23
ARTICLE 18 - JOB POSTING .....	24
ARTICLE 19 - LEAVES OF ABSENCE .....	25
19.01 Bereavement Leave .....	25
19.02 Education Leave .....	26
19.03 Jury & Witness Duty .....	26
19.04 Pregnancy Leave.....	27
19.05 Parental Leave .....	30
19.06 Union Leave .....	33
19.07 Pre-Paid Leave Plan.....	34
19.08 Personal Leave.....	36
ARTICLE 20 - HOURS OF WORK .....	36
20.01 Daily and Weekly Hours of Work .....	36
20.02 Day-Light Savings .....	37
20.03 Rest Period.....	37
20.04 Time Off Between Shifts .....	38
20.05 Innovative/Flexible Scheduling .....	38
ARTICLE 21 - PREMIUM PAYMENT .....	38
21.01 Definition of Regular Straight Time Rate of Pay.....	38
21.02 Definition of Overtime .....	38
21.03 Reporting Pay.....	39
21.04 Standby .....	40
21.05 Weekend Premium .....	40
21.06 Shift Premium .....	40
21.07 Call-back/Call-in .....	41
21.08 Responsibility Outside Bargaining Unit.....	41
21.09 Overtime - Lieu Time .....	41
21.10 Paid Time to Working Time.....	41
21.11 Ambulance Escort .....	42
ARTICLE 22 - ALLOWANCES .....	42
22.01 Meal Allowance .....	42
22.02 Transportation Allowance .....	42
22.03 Uniform Allowance.....	42
22.04 Safety Shoe Allowance.....	43
ARTICLE 23 - HEALTH AND SAFETY .....	43
23.01 Health & Safety.....	43
23.02 Violence .....	44
23.03 Protective Clothing .....	45
23.04 Pandemic Planning.....	45
ARTICLE 24 - PAID HOLIDAYS .....	45
24.01 Paid Holidays .....	45
24.02 Holiday Pay Qualifiers .....	47
24.03 Payment for Working on a Holiday.....	47
24.04 Payment for Working Overtime on a Holiday .....	48
25.01 Entitlement and Calculation of Payment .....	48
25.02 Approved Leave of Absence During Vacation.....	50
25.03 Vacation Scheduling.....	50
ARTICLE 26 - HEALTH AND INSURED BENEFITS .....	50
26.01 Insured Benefits.....	51
26.03 Change of Carrier .....	52

26.04 Pension Plan .....	52
26.05 Benefits on Early Retirement .....	53
26.06 Pro-Rated Benefits .....	53
26.07 Influenza Vaccinations.....	55
26.10 Benefits for Part-time Employees .....	56
ARTICLE 27 - INJURY AND DISABILITY .....	56
27.01 Workplace Safety and Insurance Injury .....	56
27.02 Disabled Employees.....	56
27.03 Modified Work .....	56
ARTICLE 28 - SICK LEAVE .....	56
28.01 Sick Leave and Long-term Disability.....	56
28.02 Workplace Safety and Insurance Benefits and Sick Leave .....	58
ARTICLE 29 – WORKPLACE VIOLENCE .....	59
ARTICLE 30 – INFECTIOUS DISEASES.....	60
ARTICLE 31 - COMPENSATION.....	61
31.01 Experience Pay .....	61
31.02 Promotion to a Higher Classification .....	61
31.03 Temporary Transfer.....	61
31.04 Job Classification.....	62
31.05 Progression on the Wage Grid.....	63
31.06 Payment of Wages .....	63
ARTICLE 32 - PRINTING OF COLLECTIVE AGREEMENT .....	63
ARTICLE 33 - GENERAL.....	63
33.01 Confirmation of Registration .....	63
ARTICLE 34 - RETROACTIVITY .....	64
ARTICLE 35 - DURATION .....	64
35.01 Renewal .....	64
35.02 Term.....	64
APPENDIX “A” .....	65
Letter of Understanding.....	66
Re: Violence Against Women.....	66
Re: Roster of Arbitrators.....	67
Re: Filling of Positions under the Job Posting Procedure .....	68
Re: Formatting Subcommittee.....	69
Re: Experience Pay .....	70
Re: Joint Commitment in Dignity and Respect at Work .....	71
Re: Paid Education Leave.....	72
Re: Part-Time Benefits.....	73
Re: Ontario Health .....	74
Re: Women’s Advocate.....	76
Re: Professional Responsibility Workload Report Form .....	78
Re: Mental Health .....	80
Re: Agency Staff Reporting.....	81
Re: Optimal Staffing Composition .....	82
Re: Unit Weekend Worker.....	83
Re: Nurse Graduate Guarantee Positions .....	87
Re: Mediation/Arbitration Process .....	89
LOCAL PROVISIONS APPENDIX .....	1
SCHEDULE “A” .....	34

**ARTICLE 1 - PURPOSE**

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

**ARTICLE 2 - SCOPE AND RECOGNITION**

See the Local Provisions Appendix L2

**ARTICLE 3 - MANAGEMENT RIGHTS**

See the Local Provisions Appendix L3.

**ARTICLE 4 - DEFINITIONS**

See the Local Provisions Appendix L4.

**ARTICLE 5 - UNION SECURITY**

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

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

5.03 Access to Premises

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

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

5.04 Data to be supplied to the Union/Employee Lists

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

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

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

5.05 Posting of Seniority Lists

See the Local Provisions Appendix L5.

5.06 Bulletin Boards

See the Local Provisions Appendix L5.

5.07 T4 Slips

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

5.08 Access to Personnel File

The Hospital agrees to maintain a personnel record file for each employee. An employee's personnel file shall be made available and open to the employee for 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 Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

**ARTICLE 7 - WORKPLACE HARASSMENT**

7.01 Workplace Harassment

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

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

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

If an employee believes that 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 Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The Parties agree that an employee may have a representative of the Union with 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 Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **ARTICLE 9 - UNION REPRESENTATION AND COMMITTEES**

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

### 9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to (as defined in the local provisions under L9) union representatives selected/elected by the union who have completed their probationary period. The grievor will be entitled to attend any meeting pertaining to 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 Hospital agrees to recognize Union Committee members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Unit Chairperson may be appointed or elected. The Unit Chairperson may, in the absence of any Committee member, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union Committee members have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union Committee member is required to enter an area within the Hospital in which they are not 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 Hospitals' Central Negotiating Committee in direct negotiations up to a maximum of ten (10) days.

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

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

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

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

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

#### 9.05 Local Negotiating Committee

- (a) The Hospital agrees to recognize (as defined in the local provisions under L9) number of Negotiating Committee members as outlined in the local appendix to represent their respective bargaining units. This committee shall be comprised of the unit chairperson in addition to (as defined in the local provisions under L9) number of committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.

- (b) Where the Hospital participates in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local issues as defined by the central parties.
- (c) Where the Hospital does not participate in master bargaining, the purpose of the Local Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to and including conciliation. Hours compensated during negotiations will be credited towards part-time employees seniority in accordance with this article.
- (e) Nothing in this provision is intended to preclude the Local Negotiating Committee from having the assistance of any Unifor National or Local representatives when engaged in local negotiations with the Hospital.

#### 9.06 Labour/Management Committee

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

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

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

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

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

- 9.08 The Hospital shall grant the President of the Local Union and the National Representatives of the Union entry into the Hospital upon proper notification of who may be present with the Committee at any meeting with the Hospital.
- 9.09 The Hospital 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 Hospital deems it necessary to suspend or discharge an employee, the Hospital shall forward to the Union notice of such suspension or discharge in writing, at the same time it is given to the employee.

### 10.02 Letters of Reprimand

The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than eighteen (18) months prior to the date of the matters under current consideration (this date being the date upon which discipline is originally imposed), except in circumstances where disciplinary action of related matters has occurred within eighteen (18) month period. Leaves of absences in excess of 30 calendar days will not count toward the eighteen (18) month period.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

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 Hospital as referenced in the local provisions). The employee may be accompanied by a committee member. The (designated by Hospital as reference in the local provisions) will deliver 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 Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

### **Step 2**

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

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

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

11.04 Policy Grievance

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

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

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

11.05 Group Grievance

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

11.06 Discharge/Suspension Grievance

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

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

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

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

## **ARTICLE 12 - ARBITRATION PROCEDURE**

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

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

## **ARTICLE 13 - SENIORITY**

### 13.01 Probationary Period

A new employee will be considered on probation until 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 Hospital, the probationary employee, and the Unit Chairperson or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. Such extensions shall not be unreasonably denied. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

### 13.02 Definition of Seniority Full-Time

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

Seniority will operate on a bargaining unit wide basis.

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

#### Part-Time

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

Seniority will operate on a bargaining unit wide basis.

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

### 13.03 Transfer of Service and Seniority

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

- (a) An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- (b) Where the Hospital transfers an employee from one 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 or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for forty-eight (48) months;
- (f) the employee fails, upon being notified of a recall, to signify 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 Hospital, and fails to report to work within ten (10) working days after they have received the notice of recall;

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

### 13.05 Effect of Absence

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

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

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

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

### Part-Time

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

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

### 13.06 Transfer to Positions Outside of the Bargaining Unit

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

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

## **ARTICLE 14 - JOB SECURITY**

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

(b) Labour Adjustment Committee

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

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

14.02 Notice of Lay-off

(a) Notice

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

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

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

(b) A layoff shall not include a reassignment of an employee from 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;

- (vi) the job to which the employee is reassigned is on the same or similar shift or shift rotations; and
- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

#### 14.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (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 10.02(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 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(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 Hospital to a maximum of fifty-two (52) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

**The Hospital need not approve an employee's request for an early retirement allowance when paying the allowance will not reduce the number of layoff notices which would otherwise be made under article 14.02(a)(ii).**

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

- (c) A full-time employee who has completed one year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while 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 Layoff and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or

- (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification or who exercised their displacement rights to a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of 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 Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of 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 Hospital on a voluntary basis may offer exit packages of two (2) weeks to a maximum of 52 weeks pay to affected employees.

#### 14.05 Benefits on Lay-Off

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

### **ARTICLE 15 - NO CONTRACTING OUT**

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

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

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

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

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

## **ARTICLE 16 - WORK OF THE BARGAINING UNIT**

### 16.01 Work of the Bargaining Unit

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

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

### 16.02 Volunteers

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

### 16.03 Employment Agencies

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

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

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

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

**ARTICLE 17 - TECHNOLOGICAL CHANGE**

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

17.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

17.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

17.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.

17.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

## **ARTICLE 18 - JOB POSTING**

18.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

18.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, and department and shift and a copy shall be provided to the Unit Chairperson.

18.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be provided to the Unit Chairperson and unsuccessful applicants will be notified.

18.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other Unifor service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.

18.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in Unifor service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to their former position.

18.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been

made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

- 18.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then they 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 they are 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. Such extensions shall not be unreasonably denied.
- 18.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, except where a part-time employee is applying for a permanent full-time position or the parties mutually agree otherwise.
- 18.09 The Hospital shall notify the union of the elimination of a vacant position.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **19.01 Bereavement Leave**

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

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of 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 **(or equivalent in order to accommodate religious and cultural diversity)** of their aunt, uncle, niece or nephew.

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

#### 19.02 Education Leave

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

#### 19.03 Jury & Witness Duty Full-Time

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

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

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on their regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result 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 Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, 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 Hospital 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 Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of 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 Hospital 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 Hospital 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.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had 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 Hospital 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 Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of 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 Hospital 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 Hospital 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 Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment

Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had 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 Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of 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 Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of 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 Hospital 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 Hospital 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 Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to 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 Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of 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 Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of 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 of 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 Hospital 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 Hospital 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 Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to eleven (11) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had 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 Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than (as per the local provisions under L19) employees of the Hospital are absent on any such leave at the same time, and not more than (as per the local provisions under L19) employee from a department;
- (b) a request must be made in writing at least twenty-one days prior to the commencement of the function for which leave is requested, unless it is not reasonably possible to give such notice;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall be paid for such leave by the Hospital. The Hospital shall then forward a statement of such wages paid to the employee affected to the union for reimbursement of the amount stated;

(e) Union Leave

An employee who is elected or appointed to office with 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 Hospital.

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

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

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

19.07 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (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 Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within two pay periods.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within two pay periods. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee at least four (4) weeks notice. The employee will have the

option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to 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 Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - 1. A statement that the employee is entering the prepaid leave program in accordance with this Article of the collective agreement.
  - 2. The period of salary deferral and the period for which the leave is requested.
  - 3. The manner in which the deferred salary is to be held.

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

#### 19.08 Personal Leave

Leaves of absence without pay up to three (3) months may be granted to an employee for personal reasons at the discretion of the Department Head.

### **ARTICLE 20 - HOURS OF WORK**

#### 20.01 Daily and Weekly Hours of Work Full-Time

- (1) The regular working week shall be thirty-seven and one-half (37 ½) hours exclusive of an unpaid meal break of one-half (1/2) hour and the working hours shall average seventy-five (75) hours over bi-weekly periods.
- (2) This means that employees must report to their respective supervisors, or departments in uniform where applicable, for the full shift. The work week and pay week shall be deemed to commence at 0001 hours Monday each week and pay day will be by noon through direct bank deposit every second Thursday. The night tour will be the first tour of the day.

- (3) Employees will not normally be scheduled to work more than seven (7) consecutive shifts
- (4) Required hours to work will be stated when employees are called.
- (5) Employees shall receive two (2) consecutive days off per week.
- (6) These scheduling objectives will not operate during the period December 15th to January 15th.

#### Part-Time

- (1) The regular working day shall be seven and one-half (7 1/2) hours exclusive of meal periods.
- (2) This means that employees must report to their respective supervisors, or departments in uniform where applicable, for the full shift. The work week and pay week shall be deemed to commence at 0001 hours Monday each week and pay day will be by noon through direct bank deposit every second Thursday. The night tour will be the first tour of the day.
- (3) Required hours to work will be stated when employees are called.
- (4) Scheduling of shifts will be by unit seniority.
- (5) These scheduling objectives will not operate during the period December 15th to January 15th.

#### 20.02 Day-Light Savings

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

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

#### 20.04 Time Off Between Shifts

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

All other provisions related to Hours of Work or Scheduling shall continue under the Local Provisions Appendix L20. Weekends Off, In-Service Programs. Posting of Schedules, Exchange of Shifts, Notice of Cancellation of Shifts, Operating Room Rotation for RPN's, Reassignment, LOA & Sick Shifts, One Job Classification, Christmas/New Year's Scheduling.

#### 20.05 Innovative/Flexible Scheduling

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

### **ARTICLE 21 - PREMIUM PAYMENT**

#### 21.01 Definition of Regular Straight Time Rate of Pay

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

#### 21.02 Definition of Overtime Full-Time

- (a) The Hospital shall pay time and one-half of the regular rate of pay for all hours worked in excess of seventy-five (75) hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. The Hospital shall pay time and one-half the regular rate of pay calculated to the nearest thirty (30) minutes worked for all time in excess of seven and one-half (7-1/2) hours in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time. If any employee is not required to work on any holiday, such day shall be counted as seven and one-half (7-1/2) hours of work for the purpose of computing a thirty-seven and one-half (37-1/2) hour week. 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.

- (b) Work performed on an employee's scheduled day off shall be paid at the rate of time and one-half. Overtime rates shall not be paid more than once for the same hours worked. Work performed on a recognized stat holiday that is on an employees regular scheduled day off shall be paid at two (2) times the employees regular rate of pay.
- (c) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (d) Call-back shall not be considered as hours worked for purposes of this article.
- (e) Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

#### Part-Time

- (a) Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly ate 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 Hospital. Such period for this purpose shall not exceed two (2) weeks.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call-back shall not be considered as hours worked for purposes of this article. Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

#### 21.03 Reporting Pay Full-Time

Full-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 Hospital. 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.

#### Part-Time

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

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

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

#### 21.05 Weekend Premium

Full-Time and Part-Time

An employee shall be paid a weekend premium of **three dollars and fourteen cents (\$3.14)** per hour effective **October 11, 2023**, for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish.

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

#### 21.06 Shift Premium

Full-Time and Part-Time

Employees shall be paid an **evening** shift premium of **two dollars and twenty-six cents (\$2.26)** per hour effective **October 11, 2023**, for all hours worked where the majority of their scheduled hours fall between 1500 and **2300** hours.

**Employees shall be paid a night shift premium of two dollars and ninety-eight cents (\$2.98) per hour effective June 3, 2024, for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.**

### 21.07 Call-back/Call-in

- (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 of 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

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

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 1/2) times). Where an employee chooses the latter option, such time off must be taken within ninety (90) days at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

### 21.10 Paid Time to Working Time

Employees absent on approved leave paid by the Hospital or by the Workplace Safety & Insurance Board, shall for the purpose of computing overtime pay during the work schedule during which the overtime 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 Hospital under Article 19.06.

21.11 Ambulance Escort

See the Local Provisions Appendix L21.

**ARTICLE 22 - ALLOWANCES**

22.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, they shall be provided with a hot meal or **nine** dollars (**\$9.00**) if the Hospital 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 **nine** dollars (**\$9.00**) payment.

22.02 Transportation Allowance  
Full-Time and Part-Time

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

22.03 Uniform Allowance  
Full-Time

Where uniforms are required, the Hospital shall either supply or launder uniforms or provide a uniform allowance of \$85.00 per year in a lump sum payment in the first pay period of November of each year.

**Effective January 1, 2025, the uniform allowance will increase to \$120.00 per year.**

Part-Time

Where uniforms are required, the Hospital shall either supply or launder uniforms or provide a uniform allowance of \$45.00 per year in a lump sum payment in the first pay period of November of each year.

**Effective January 1, 2025, the uniform allowance will increase to \$80.00 per year.**

22.04 Safety Shoe Allowance

Full-Time

Effective the next payout (September 1 and each subsequent year) following the date of ratification (April 1, 2002) the Hospital will provide \$80.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of their duties.

**Effective January 1, 2025, the safety shoe allowance will increase to \$120.00 per year.**

Part-Time

Effective the next payout (September 1 and each subsequent year) following the date of ratification (April 1, 2002) the Hospital will provide \$45.00 per year to each part-time employee who is required by the Hospital to wear safety footwear during the course of their duties.

**Effective January 1, 2025, the safety shoe allowance will increase to \$120.00 per year.**

**ARTICLE 23 - HEALTH AND SAFETY**

23.01 Health & Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupation Health and Safety Act.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health & Safety Committee at least one representative selected or appointed by the Union. The number shall be determined locally.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

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

## 23.02 Violence

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

- Violence in the workplace (include 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.

### 23.03 Protective Clothing

Full-Time and Part-Time

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

### 23.04 Pandemic Planning

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

## **ARTICLE 24 - PAID HOLIDAYS**

### 24.01 Paid Holidays

Full-Time

The recognized holidays with pay for this Agreement shall be:

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

but due to the nature of the services necessary in the Hospital, many of the employees may be required to work on these holidays. In general, employees will alternate with each other in being absent from work on holidays, for instance, an employee having Christmas Day off may not be allowed off on New Year's Day. Employees' preference shall be considered before posting of schedules for any statutory holiday, provided there is no delay in stating preference. However, where a conflict of preference exists for Christmas Day and/or New Year's Day only, seniority will be the governing factor.

Two (2) additional paid holidays to be designated as Floater holidays shall also be recognized.

It is agreed that for the purpose of scheduling Floater holidays referred to in Article 24.02, the following principles shall apply:

- (a) Employees hired prior to April 1<sup>st</sup> in any year shall be entitled to two (2) Floater holidays between date of hire and December 15<sup>th</sup>, of the same year.
- (b) Floater holidays must be taken between January 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year.
- (c) A minimum of four (4) weeks' notice shall be given prior to taking of a floater holiday, unless otherwise mutually agreed upon.
- (d) Floater holidays may not be taken consecutively until after Sept. 1<sup>st</sup> of each calendar year.

24.01 Paid Holidays  
Part-Time

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

Two (2) Floating Holidays

It is agreed that for the purpose of scheduling Floater holidays referred to in Article 24.01, the following principles shall apply:

- (a) Employees hired prior to April 1<sup>st</sup> in any year shall be entitled to two (2) Floater holidays between date of hire and December 15<sup>th</sup>, of the same year.
- (b) Floater holidays must be taken between January 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year.

- (c) A minimum of four (4) weeks' notice shall be given prior to taking of a floater holiday, unless otherwise mutually agreed upon.
- (d) Floater holidays may not be taken consecutively until after September 1<sup>st</sup> of each calendar year.

#### 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 Hospital or the employee was absent due to:

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

#### 24.03 Payment for Working on a Holiday

##### Full-Time

If any of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

Pay for holidays which fall within the probationary period of an employee shall not be payable until after the probationary period of service referred to elsewhere in this Agreement has been completed, in which event it shall be paid retroactively to such employee.

Employees who are required to work on any of the above-named holidays will, at the option of the Hospital receive either:

- (a) pay at the rate of time and one-half the employee's regular rate for work performed on such holiday in addition to the regular pay provided they works the day before and after; or

- (b) pay at the rate of time and one-half the employee's regular rate for work performed on such holiday in addition to another day off at a mutually agreed time within thirty (30) calendar days.
- (c) If an employee is on sick leave they will be paid their holiday seven and one-half (7-1/2) times their applicable hourly rate for the holiday but not sick leave.

In cases where less than seven and one-half (7-1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday, plus time and one-half of the employee's regular rate on any and all hours worked on such day.

#### Part-Time

If a part-time employee is required to work on any of the holidays listed in Article 24.01 the employee shall be paid at the rate of time and one-half (1-1/2) 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 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 the end of the vacation year 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 the end of the vacation year 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 the end of the vacation year shall be entitled to three (3) weeks of annual vacation with pay.

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

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

An employee who has completed twenty-one (21) years but less than twenty-eight (28) years of continuous service as of the end of the vacation year 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 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.

Entitlement and Calculation of Payment:  
Part-Time

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

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

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

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

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

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

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

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

Vacation pay to be paid by separate deposit.

25.02 Approved Leave of Absence During Vacation

(a) Full-Time

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

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

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

Part-time

Where an employee's scheduled vacation is interrupted due to serious illness requiring employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

(b) Full-Time

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

25.03 Vacation Scheduling

See the Local Provisions Appendix L25.

**ARTICLE 26 - HEALTH AND INSURED BENEFITS**

Full-Time Only

**(Age limit for coverage under semi-private, extended health care, dental, and accidental death and dismemberment benefits for active employees increased from age 65 to 80)**

## 26.01 Insured Benefits

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$500.00 per individual) and will include vision care to a maximum of \$450.00 every 24 months and introduce mandatory Generic Drug Substitution unless medically indicated otherwise. The \$450 vision care benefit may be used towards the purchase of laser eye surgery.

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

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

Effective May 22, 2015 vision care will increase to \$300.

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

Effective date of ratification, subject to superior conditions, mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) coverage up to a maximum of \$800.00 annually.

Effective **July 3, 2024** Chiropractic and physiotherapy shall be covered to a maximum of **\$425.00** per insured annually for each service. ~~Effective October 11, 2011 Chiropractic and physiotherapy shall be covered to a maximum of \$350 per insured annually for each service.~~ Superior benefits and established caps are to be maintained in those hospitals where payment for one or more of these services is covered.

Licensed or Registered Massage therapist shall be covered to a maximum of **\$450.00** per insured annually. There shall be no cap, reasonable and customary limitations per session.

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

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time, effective January 1, 2005; based on the previous year's ODA fee schedule) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective April 1, 2002, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [**implants**, crowns, bridgework, and repairs to same] at 50/50 co-insurance to **\$2000** annual maximum. Effective **July 3, 2024** orthodontics at 50/50 coinsurance to **\$2,000.00** maximum per insured lifetime.
- (e) **Effective July 3, 2024, all active employees will have access to a Health Care Spending Account, maximum of one hundred dollars (\$100.00) annually.**

26.02 Upon request, the Hospital will make available information booklets outlining the current provisions in the benefit plans defined in Article 26.01 and the Sick Leave/LTD Plan defined in Article 28. Any changes to the benefits or carrier will be communicated to all employees.

#### 26.03 Change of Carrier

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

#### 26.04 Pension Plan

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

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

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

(b) Part-Time Employees:

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

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

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

26.05 Benefits on Early Retirement

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

26.06 Pro-Rated Benefits

Employees working more than twenty-two point five (22.5) hours but less than thirty-seven point five (37.5) hours per week shall be entitled to all rights and privileges contained in this Agreement and shall receive the same proportion of wage, sick leave, vacation privileges, paid statutory holidays, as their total time worked bears to full-time employees, using as a basis of computation the entitlement of full-time employees as outlined in this Agreement.

(a) The Hospital agrees to contribute on behalf of the employee:

1. seventy-five percent (75%) of the cost for eligible benefits to employees working regularly more than twenty-two point five (22.5) hours and not more than twenty-seven point five (27.5) hours per week;
2. eighty-five percent (85%) of the cost of eligible benefits to employees working regularly more than twenty-seven point five (27.5) hours and not more than thirty-five (35) hours per week;

3. one hundred percent (100%) of the cost of eligible benefits to employees working regularly more than thirty-five (35) hours per week.

The eligible benefits for this category are: Sick Leave and Statutory Holiday Pay not covered under the Employment Standards Act.

- (b) The Hospital agrees to contribute on behalf of the employees:

1. thirty-eight percent (38%) of the cost for eligible benefits to employees working regularly more than twenty-two point five (22.5) hours and not more than twenty-seven point five (27.5) hours per week;
2. forty-four percent (44%) of the cost of eligible benefits to employees working regularly more than twenty-seven point five (27.5) hours and not more than thirty-five (35) hours per week;
3. seventy-five percent (75%) of the cost of eligible benefits to employees working regularly more than thirty-five (35) hours per week;

The eligible benefits for this category are: Extended Health Care and the Dental Plan.

- (c) The Hospital agrees to contribute on behalf of the employees:

1. fifty-six percent (56%) of the cost for eligible benefits to employees working regularly more than twenty-two point five (22.5) hours and not more than twenty-seven point five (27.5) hours per week;
2. sixty-four percent (64%) of the cost of eligible benefits to employees working regularly more than twenty-seven point five (27.5) hours and not more than thirty-five (35) hours per week;
3. seventy-five percent (75%) of the cost of eligible benefits to employees working regularly more than thirty-five (35) hours per week.

The eligible benefits for this category is: Life Insurance and effective April 1, 1980 will include Extended Health Care Plan.

- (d) The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, their participation in the following group plans:

1. Extended Health Care, including Vision Care and Hearing Aid Allowance.
2. Dental Plan.

#### 26.07 Influenza Vaccinations

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (c) If an employee refuses to take the vaccine required under this provision, 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 Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

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

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

## 26.10 Benefits for Part-time Employees

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

## **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

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

### 27.03 Modified Work

See the Local Provisions Appendix L27.

## **ARTICLE 28 - SICK LEAVE**

### Full-Time Only

#### 28.01 Sick Leave and Long-term Disability

- .01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- .02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have

three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

- .03 Effective November 1, 1978, 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:

- (a) 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 (b), (c) and (d) below will be inserted only in those agreements where a pay-out provision existed under the former sick leave plan.

- (b) 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.

- (c) 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 they shall be entitled, on termination, to that portion of any unused sick leave dollars providing they subsequently achieves the necessary service to qualify their for payout under the conditions relating to such payout.

- (d) 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 Hospital 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 Hospital, 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 Hospital, 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.

- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.
- .05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Employment Insurance Rebate  
The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's employment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- .09 Pay for Medical Certificates  
Full-Time and Part-Time

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

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

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

## **ARTICLE 29 – WORKPLACE VIOLENCE**

29.01 The Hospital and the Union agree that they have a shared goal of a workplace free of violence.

"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.

The local parties will determine appropriate solutions to promote health and safety in the workplaces, which shall include the adoption of the following mandatory provisions:

1. The Hospital will ensure that employees are properly advised in advance if they are required to interact with patients who the Hospital is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Hospital shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
3. The Hospital shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.

In addition, the local parties will consider addressing the inclusion of the following additional remedies:

- a) Electronic and visual flagging.
- b) Properly trained security who can de-escalate, immobilize and detain/restrain.
- c) Appropriate personal alarms.
- d) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual assessments; and

- e) Training in de-escalation, "break-free" and safe immobilization/detainment/restraint.

### **ARTICLE 30 – INFECTIOUS DISEASES**

- 30.01 a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- b) When faced with Occupational Health and Safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. (*O. Reg. 67/93 — Health Care*).
- e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, a risk to the pregnancy and/or unborn child is identified. If a temporary transfer

is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

- g) Within a reasonable time frame following the declaration of an epidemic or pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.**
- h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 28 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the employer's policy, and/or (ii) operation of law, and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of quarantine.**

**For clarity, a part-time employee required to quarantine would receive salary continuation, including percentage in lieu, for all regularly scheduled shifts that they are absent for due to the quarantine requirement.**

## **ARTICLE 31 - COMPENSATION**

### **31.01 Experience Pay**

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

### **31.02 Promotion to a Higher Classification**

When an employee transfers to a higher-paid job they shall receive the wage rate in the salary range for the new job which is higher than the rate they were receiving prior to their transfer and they shall progress within the new salary range in accordance with the provisions of Schedule "A".

### **31.03 Temporary Transfer**

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, they shall be placed in the range of the higher rate

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 temporarily assigned).

#### 31.04 Job Classification

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

31.05 Progression on the Wage Grid  
Part-Time Only

Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 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.

See Local Provisions Appendix L29 for Payment of Wages and Pay Day, and Transfer to a Lower Paying Job

31.06 Payment of Wages

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

**ARTICLE 32 - PRINTING OF COLLECTIVE AGREEMENT**

32.01 Printing of Collective Agreement

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

**ARTICLE 33 - GENERAL**

33.01 Confirmation of Registration

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

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

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

33.02 Remaining provisions for which there is no other related provision elsewhere shall be inserted under the Local Provisions Appendix L31; Termination of Employment

## **ARTICLE 34 - RETROACTIVITY**

### 34.01 Retroactivity

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

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

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

If an eligible employee shall have terminated 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 35 - DURATION**

### 35.01 Renewal

If either party desires to terminate or amend this Agreement as of midnight on the 10th day of October, **2025** 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.

### 35.02 Term

This Agreement shall continue in effect until October 10th, **2025**, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. In all respects, the notice provisions relating to the renewal of the collective agreement shall continue in effect.

APPENDIX "A"

Dated this \_\_\_\_ day of \_\_\_\_\_, **2026**.

at/cope343

FOR THE UNION:

*Laurie Lessard-Brown*  
\_\_\_\_\_

*Jaime Olegg*  
\_\_\_\_\_

*Mary Casola*  
\_\_\_\_\_

*Cathy Humalamaki*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

FOR THE HOSPITAL:

*Mona Viel*  
\_\_\_\_\_

*M.educ*  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Violence Against Women**

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

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Roster of Arbitrators**

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

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Filling of Positions under the Job Posting Procedure**

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

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Formatting Subcommittee**

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Experience Pay**

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

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**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.

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Paid Education Leave**

The Hospital 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 listed below for the purposes of PAID EDUCATION LEAVE (PEL), on October 10th of each year.

**\$1050**

Sault Area Hospital, Sault Ste. Marie  
St. Joseph's Care Group, Thunder Bay

**\$550**

**Atikokan Health and Community Services**  
St. Joseph's Hospital, Elliot Lake  
Geraldton District Hospital  
Santé Manitouwadge Health

Nipigon District Memorial Hospital  
Lady Dunn Health Centre, Wawa  
NOSH, Marathon & Terrace Bay

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Part-Time Benefits**

During negotiations the parties discussed an employee paid part-time benefit plan. The Hospital will contact their carrier to obtain information and agrees to meet with the Union to explore the feasibility of obtaining a benefit plan that is entirely paid for by part-time workers.

## Letter of Understanding

Between

Participating Hospitals

And



### Re: Ontario Health

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

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

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

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

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

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

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

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

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Women's Advocate**

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

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

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

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

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

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

Liability

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

**Letter of Understanding**

**Between**

**Participating Hospitals**

**And**



**Re: Professional Responsibility Workload Report Form**

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

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

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

<p><b>PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM</b></p>	 <p><b>UNIFOR</b> theUnion   lesyndicat <b>and its Local 1359</b></p>
<p>Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.</p>	
<p>Name (print) &amp; Classification:</p>	
<p>Signature:</p>	
<p>Occurrence Date:</p>	<p>Time:</p>
<p>Workplace:</p>	<p>Unit:</p>
<p>Description of Unit:</p>	
<p>Was the occurrence the result of (select any that apply):  <input type="checkbox"/> Short staffing    <input type="checkbox"/> Increased census    <input type="checkbox"/> Increased patient acuity    <input type="checkbox"/> Other (describe):          _____          _____</p>	
<p>I/We believe that I/we was/were given an assignment that was inconsistent with proper patient care for the following reasons:          _____          _____</p>	
<p>Description of Incident:          _____          _____</p>	
<p>Recommendation to Correct Problem:          _____          _____</p>	
<p>Name/Title of Supervisor Notified:</p>	
<p>Date/Time of Notification:</p>	
<p>Method of Notification:</p>	
<p>Supervisor Response:          _____          _____</p>	
<p>Supervisor Response Was:                      <input type="checkbox"/> Adequate                      <input type="checkbox"/> Inadequate</p>	
<p>I/we reserve the right to further this concern as I/we deem appropriate</p>	

**Letter of Understanding**  
**Between**  
**The Participating Hospitals**

**And**



**Re: Mental Health**

The parties agree that a psychologically healthy work environment is a desirable objective for both the Hospital 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 their effect on the workplace.

**Letter of Understanding**

**Between**

**The Participating Hospitals**

**And**



**Re: Agency Staff Reporting**

**The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency staff as follows:**

- i. Agency RPN and PSW hours worked per unit.**
- ii. Total bargaining unit hours worked per unit.**
- iii. Percentage of agency RPN and PSW hours worked per unit.**
- iv. Total agency RPN and PSW hours worked hospital-wide.**
- v. Total bargaining unit hours worked hospital-wide.**
- vi. Percentage of total agency RPN and PSW hours worked hospital-wide.**

**The Union may, at its expense, arrange for an audit of the information provided, and the employer will cooperate in that audit process.**

**Letter of Understanding**

**Between**

**The Participating Hospitals**

**And**



**Re: Optimal Staffing Composition**

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the hospital workforce and may support quality work environments, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for patients in a 24/7 environment. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

- Overtime hours,
- Hours worked by casual staff,
- Hours worked by regular part-time staff above their commitment as per the local appendix of the collective agreement.
- Recruitment and retention data,
- Job postings,
- Hours worked by agency staff.
- Work Schedules

Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

**Letter of Understanding**

**Between**

**The Participating Hospitals**

**And**



**Re: Unit Weekend Worker**

**A weekend worker schedule may be developed. Weekend worker schedules are available in units and/or departments where 12 hour extended tours exist.**

**A weekend worker schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for thirty-seven point five (37.5) hours at their regular straight time hourly rate.**

**The schedule must include at least two extended tours which fall within a weekend period as defined by the collective agreement, and an additional standard or extended tour as determined by the Hospital and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.**

**If the Hospital and the Union agree to a weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions.**

**This schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker to discontinue this schedule shall be resolved by the local parties.**

**All provisions/entitlements of the collective agreement apply except as amended herein.**

- (a) Weekend premium shall not be paid**
- (b) Vacation Bank**

**For the purposes of Article 25, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.**

**The mechanism for utilizing accrued vacation will be determined by the local provisions appendix.**

**Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e., 7.5 hours worked equals 9.375 paid; 11.25 hours worked equals 14.0625 hours paid).**

**Vacation must be taken as a full weekend off (i.e., Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 25.01.**

**Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, subject to operational requirements.**

**Cash-out and carry-over provisions for the accrued vacation bank will be determined locally.**

**Article 25.02 does not apply.**

**(c) Paid Holiday Bank**

**Employees qualify in accordance with Article 24.01. The paid holidays are identified in the Appendix of Local Issues.**

**Credit to the paid holiday bank is as set out in the local issues appendix.**

**Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e., 7.5 hours worked equals 9.375 hours paid; 11.25 hours worked equals 14.0625 hours paid).**

**If an employee works on a paid holiday as defined by the local parties, they will receive one and one-half (1½) pay for all hours worked on a holiday. Article 24.04 also applies.**

**The holiday bank can be used as income replacement for absences due to illness or injury or for lieu time off on a weekday.**

**Cash-out and carry-over provisions for the bank will be determined locally.**

**(d) Sick Leave**

The employee will not receive pay for the first seventeen (17) weeks of any period of absence due to an illness or injury. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks two (2) through seventeen (17) for any absence due to an illness or injury. The Hospital will provide the employee with sixty-five (65%) percent of their regular earnings for weeks eighteen (18) through thirty (30) for any absence due to an illness or injury.

The employee may utilize the accrued vacation bank, the overtime bank, the paid holiday bank, and the paid sick leave bank (where applicable) as income replacement for absences due to illness or injury, as described in (b) and (c) and (g). For hospitals that have an accumulating sick leave plan, an employee's sick leave bank is frozen when they transfer to a weekend worker schedule.

The employee may utilize their sick leave bank available under Article 28 for unpaid absences due to illness or injury and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 13.03.

The employee is eligible for long-term disability benefits as described in Article 28.

Employees may be required to provide medical proof of illness or injury for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

**(e) Leaves of Absence**

For the purposes of an unpaid 11.25-hour shift, the deduction from pay shall equate to 14.0625 hours. For the purposes of an unpaid 7.5-hour shift, the deduction from pay shall equate to 9.375 hours.

**(f) Tour Exchange**

In all instances of tour exchange, the tours must be of the same duration.

**(g) Overtime**

Overtime will begin to accrue after 60 hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply is the employee works in excess of the normal daily hours.

**(h) Scheduling Provisions**

**The scheduling and premium provisions relating to consecutive weekends off in the Local Appendix where they do not apply to employees working under this provision.**

**Letter of Understanding**

**Between**

**The Participating Hospitals**

**And**



**Re: Nurse Graduate Guarantee Positions**

1. **The Hospital may introduce supernumerary positions to newly graduated or internationally educated nurses in compliance with the government's 2023-24 Guidelines for Participation in the Nursing Graduate Guarantee Program. If these guidelines are amended in a way that directly impacts the terms and conditions of this LOU, the parties will meet centrally to renegotiate this letter of understanding.**
2. **Only so many positions will be created as we are covered by government funding for supernumerary positions.**
3. **Newly graduated nurses are defined by those nurses who have graduated from a nursing program or refresher program within the last year.**  
  
**Internationally educated nurses are defined as those nurses who received their basic nursing education in a country other than Canada.**
4. **The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.**
5. **The applicable mentorship premium in the local appendix will apply.**
6. **Such supernumerary positions will not be subject to internal postings as per Article 18.**
7. **Such nurses will be full-time and covered by the full-time Collective Agreement.**
8. **The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.**

- 9. Such nurses can apply for posted positions during the supernumerary appointment but may not transfer to a permanent position before the end of the supernumerary appointment.**
- 10. For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority credits equal to all hours worked in their supernumerary position.**
- 11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual and this will not be considered a layoff.**
- 12. The Hospital bears the onus of demonstrating that such positions are supernumerary.**

## Letter of Understanding

Between

The Participating Hospitals

And



### Re: Mediation/Arbitration Process

The central parties agree that the local parties may agree to use the following mediation/arbitration process in order to resolve a particular grievance(s):

1. Following the referral to arbitration pursuant to Article 12 of the collective agreement, but prior to the selection of an arbitrator or the scheduling of hearing dates, the local parties may mutually agree in writing to use a single mediator/arbitrator for the purposes of resolving the grievance(s) in an expeditious and informal manner, without the need for external counsel. Grievances referred to the mediation/arbitration process will be held in abeyance for the purposes of Article 12.
2. The local parties will agree upon the method of appointment of mediators/arbitrators, a mutually agreed-to location, the quantum of grievances to be scheduled, and, if applicable, the frequency of dates to support the process.
3. The mediator/arbitrator shall endeavour to assist the local parties to settle the grievance by mediation. If the local parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration.
4. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and may impose such conditions as the mediator/arbitrator considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing the proceedings, unless the parties agree otherwise.
5. The grievor(s) shall suffer no loss of earnings to attend their mediation/arbitration matter(s).
6. On or before the day of mediation/arbitration, the local parties may agree, or the mediator/arbitrator may decide, to remove a grievance from the mediation/arbitration process. The matter may then proceed through the arbitration process as per Article 12 of the Collective Agreement.

- 7. Decisions reached through the mediation/arbitration process shall be final and binding and shall have no precedential value unless the parties agree otherwise.
- 8. The parties agree that costs of the mediator/arbitrator shall be shared equally between the parties.

All the above Letters of Understanding have been agreed upon by all parties

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**FOR THE UNION:**

*Laurie Lessard-Brown*  
\_\_\_\_\_  
*Jaime Olegg*  
\_\_\_\_\_  
*Mary Casola*  
\_\_\_\_\_  
*Cathy Humalamaki*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE HOSPITAL:**

*Mona Viel*  
\_\_\_\_\_  
*M Leduc*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCAL PROVISIONS APPENDIX**

**TABLE OF CONTENTS**

<b><u>Local Provision</u></b>	<b><u>Page</u></b>
ARTICLE L2	SCOPE AND RECOGNITION ..... L3
2.02	Technical Notes..... L3
ARTICLE L3	MANAGEMENT RIGHTS ..... L3
ARTICLE L4	DEFINITIONS..... L4
4.01	Temporary Employees ..... L4
4.02	Regular Part-time Employee ..... L4
4.03	Executive Director ..... L4
4.04	Steward/Chairperson..... L4
4.05	Student Employee ..... L5
ARTICLE L5	UNION SECURITY..... L5
5.05	Seniority Lists ..... L5
5.06	Bulletin Boards ..... L5
ARTICLE L9	UNION REPRESENTATION AND COMMITTEES..... L5
9.02	Grievance Committee..... L5
9.03	Number of Union Stewards/Chairperson ..... L5
9.05	Local Negotiating Committee ..... L5
ARTICLE L11	GRIEVANCE PROCEDURE ..... L6
ARTICLE L19	LEAVES OF ABSENCE ..... L6
19.03	Part-Time - July & Witness Duty..... L6
19.06	Union Leave ..... L7
ARTICLE L20	HOURS OF WORK AND SCHEDULING ..... L7
20.05	Weekends off ..... L7
20.06	In-Service Programs..... L8
20.07	Posting of Schedules..... L8
20.08	Exchange of Shifts..... L9
20.09	Notice of Cancellation of Shifts or Shift Change ..... L9
20.10	Operating Room Rotation -R.P.N. .... L9
20.11	Reassignment ..... L10
20.12	LOA & Sick Shifts ..... L10
20.13	One Job Classification..... L10
20.14	Christmas/New Year's Scheduling ..... L10
20.16	Permanent Tours..... L10
20.17	Change of Tour..... L10
ARTICLE L21	PREMIUM PAYMENT..... L11
21.11	Ambulance Escort ..... L11
21.12	Standby..... L12
ARTICLE L25	VACATION ..... L12
25.03	Vacation Scheduling..... L12

<u>Local Provision</u>	<u>Page</u>
25.04 Scheduling of Single Vacation Days.....	L13
25.05 Vacation Pay - Part-Time .....	L13
ARTICLE L27 INJURY AND DISABILITY.....	L14
27.03 Modified Work.....	L14
ARTICLE L29 COMPENSATION .....	L14
29.06 Wages & Classification Premium .....	L14
29.07 Transfer to a Lower Paid Job .....	L14
ARTICLE L31 GENERAL .....	L14
31.01 Union Office.....	L14
 LOCAL LETTERS OF UNDERSTANDING/MEMORANDUM	
Extended twelve (12) hour tours.....	L16
Roster of Arbitrators .....	L21
Missed Shift Remedy (otherwise known as a grievance shift).....	L22
RPN Part-Time Shift Distribution .....	L23
Mentorship/Preceptorship.....	L24
Clinical Lead Replacement.....	L25
Full-Time and Part-Time Agreements.....	L26
Ambulance Transfers .....	L27
Casual employee status .....	L28
Call-in order for Premium Shifts / Distribution of hours for Part- Time Employees / Reporting an Absence and Return to Work .....	L29
Health and Safety Committee.....	L31
Parking .....	L32
<b>Preceptorship/Student Supervision (RPN).....</b>	<b>L33</b>
 SCHEDULE "A" .....	 L34

## **ARTICLE L2 – SCOPE AND RECOGNITION**

2.01 The Hospital recognizes Unifor as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of St. Joseph's General Hospital, Elliot Lake, Ontario, as defined below

### Full-Time

"Full time employees" shall include such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board, dated November 22, 2000, which states that all employees of St. Joseph's General Hospital, Elliot Lake, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors office staff,, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and operating engineers covered by a subsisting Collective Agreement, constitute a unit of employees of the Hospital appropriate for collective bargaining.

### Part-Time

"Part time employee" shall include such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board, dated November 27, 2000, which states that all employees of St. Joseph's General Hospital, Elliot Lake, Ontario, regularly employed for not more than twenty-two and one-half (22 ½) hours per week, and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisors, professional medical staff, graduate and undergraduate nurses, graduate and student dieticians graduate and undergraduate pharmacists, technical personnel, office and clerical staff and persons covered by subsisting Collective Agreements, constitute a unit of employees of the Hospital appropriate for collective bargaining.

2.02 Technical Notes

For the purpose of clarity, the term "technical personnel" comprises physiotherapists, occupational therapists, electro-encephalographers, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

## **ARTICLE L3 - MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive right and function of the Hospital:

- (a) direct the working forces, 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) to manage and operate the Hospital 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 Hospital'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.

## **ARTICLE L4 - DEFINITIONS**

### **4.01 Temporary Employees**

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person 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 Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- 4.02 "Regular Part time Employee" is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a predetermined schedule.
- 4.03 "Executive Director" shall mean the Chief Executive Officer or designate
- 4.04 "Steward/ Chairperson" shall mean an employee of the Hospital duly accredited as such by the Union in writing confirming their appointment as such.
- 4.05 "Student Employee" is a student employed with the Hospital from about May to September each year, and who indicates they will return to school in September.

**ARTICLE L5-UNION SECURITY**

5.05 Posting of Seniority Lists

Seniority lists shall be posted on the Employer’s internal website in April and October of each year. A copy of the seniority lists will be supplied to the Local Union. Upon the posting of the seniority lists, employees shall have thirty (30) calendar days in which to file complaints

5.06 Bulletin Boards

The parties agree to a mutually beneficial location for a Unifor Union bulletin board. The board will be glass enclosed and locked. Access to the board will be limited to the Unit Chairperson and Human Resources. It is further agreed that information posted on the board will be strictly Union related, e.g. Union meetings, updates and other pertinent information relating to the membership.

**ARTICLE L9 - UNION REPRESENTATION AND COMMITTEES**

9.02 Grievance Committee

The Hospital will recognize a Grievance Committee composed of up to five (5) union representatives inclusive of the Unit Chairperson, selected/elected by the union who have completed their probationary period.

9.03 Union Stewards / Chairpersons

(f) The number of stewards/chairpersons and the areas which they represent are to be determined locally.

The Hospital will recognize a Unit Chairperson and stewards/chairpersons from each of the following departments.

Registered Practical Nurses	2
Dietary	1
Housekeeping	1
Laundry	1
The Manor	2

9.05 Local Negotiating Committee

The Hospital agrees to recognize five (5) Regular Full-Time and two (2) Regular Part-time members of the Negotiating Committee to represent their respective bargaining units. This committee shall be comprised of the unit chairperson in addition to six (6) committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.

## **ARTICLE L11 - GRIEVANCE PROCEDURE**

### Step 1

The employee shall submit the grievance, in writing, and signed by them, to the Department Manager.

The Department Manager 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 their.

### Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Vice President of Human Resources, Strategy and Transformation or delegate.

A meeting will then be held between the Vice President of Human Resources, Strategy and Transformation or delegate 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 of Human Resources, Strategy and Transformation or delegate 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 L19 - LEAVES OF ABSENCE**

### 19.03 Jury & 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 Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on their regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result 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.

#### 19.06 Union Leave

Leave of absence for Union business shall be given without pay up to a maximum of sixty (60) days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than four (4) employees of the Hospital are absent on any such leave at the same time, and not more than (as per the local provisions under L19) employee from a department;
- (b) Not more than four (4) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a unit or department.

In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed the (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**

#### 20.05 (a) Definition of a Weekend

A weekend will be deemed to begin at 2300 hours on Friday and end at 2300 hours on Sunday.

#### (b) Weekends Off

In scheduling shifts the Hospital 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. Employees working the majority of their scheduled tours as extended tours, shall be given every second weekend off. Where a weekend off is not granted within a three (3) week period or every second weekend for employees with the majority of their scheduled tours worked as extended tours, time worked on such third weekend or second weekend for extended tours, but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) unless the hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

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

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertaking. The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

If staff called on their scheduled weekend off refuse a shift, the refused shift will not be counted as a refused shift as they are entitled to the weekend off according to the Collective Agreement.

#### 20.06 In-Service Programs

Where the Hospital requires employees to attend in-service meetings on their day off, they shall be compensated at their regular rate of pay for the length of time spent in attendance at such in-service meeting

#### 20.07 Posting of Schedules

Four week schedules for work shall be posted in the department no later than two (2) weeks in advance of the commencement of the schedule. Errors, if any, will be corrected as soon as possible by the person making the schedule. Any adjustments made to the posted schedule will be updated and posted on a daily basis where operationally feasible.

#### 20.08 Exchange of Shifts

The Hospital 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 Hospital results from such exchange of shift.

When employees wish to exchange a shift or days off, no overtime resulting from such exchange will be paid for in excess of the regular working hours as set out in Article 20.01. The exchange must be in writing and have the approval of the Employer.

#### 20.09 Notice of Cancellation of Shifts or Shift Change

- (a) Any cancellation of full-time shifts will be based on reverse order of Hospital seniority on the unit. Any cancellation of part-time employees will be based on reverse order of Hospital seniority within the unit provided that those remaining are qualified to perform the work. A part-time employee shall not bump a full-time employee.
- (b) The Hospital will endeavour to provide as much advance notice as practicable of a change in the posted schedule or cancellation. Changes or cancellation to the posted work schedule shall be brought to the attention of the employee. Where less than 48 hours notice is given personally to the full-time 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 next schedule.

Where less than 24 hours notice is given personally to the part-time 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 next schedule.

- (c) Full time employees whose shifts have been cancelled will be recalled on the basis of Hospital seniority on the unit, for that shift if subsequently required. A part-time employee whose shift has been cancelled will be recalled on the basis of Hospital seniority within the unit, if their shift is subsequently required. It is understood that full-time employees will be recalled before part-time employees.

#### 20.10 Operating Room Rotation -R.P.N.

The Hospital will endeavor to book an equitable rotation for standby duty for all Registered Practical Nurse's initially assigned to the O.R.

#### 20.11 Reassignment

In the event an employee is to be reassigned to another unit, the last person called in for a shift will be reassigned, not an employee who was already scheduled, regardless of seniority. If all employees were scheduled, then the employee with the least Hospital seniority will be reassigned.

20.12 LOA shifts and sick shifts will be counted as booked shifts.

20.13 An employee cannot hold more than one job classification while employed by the Hospital.

#### 20.14 Christmas/New Year's scheduling

Bargaining unit members shall be given preference with respect to Christmas and New Year in accordance with seniority in their own classification. The Christmas/New Year request for time off list shall be posted by October 1<sup>st</sup> and staff shall indicate their preference for time off by November 1<sup>st</sup> each year. The final schedule for the Christmas/New Year period shall be posted by November 15.

20.15 In the event of extended illness, the Hospital shall make every effort to effect replacements as soon as reasonably possible.

#### 20.16 Permanent Tours

Any request for the introduction or discontinuation of a permanent tour, evenings or nights, should be submitted in writing to the Unit Manager. The Unit Manager will review such request. If such request can be accommodated according to staffing needs on the Unit and it is mathematically feasible within the master rotation, requests will not be unreasonably denied. It is understood there are no permanent day tours. All permanent tour employees will be required to work a minimum of two (2) tour day shifts four (4) times a year, at a time mutually agreed between the Unit Manager and the employee involved. Management will provide reasons for denial of permanent shift request to the employee.

#### 20.17 Change of Tour

At the change of tour, there will be additional time required for reporting which shall be considered to be part of the normal tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 21.

## **ARTICLE L21 - PREMIUM PAYMENT**

### Full-Time

21.02 (b) Work performed on an employee's scheduled day off shall be paid at the rate of time and one-half. Overtime rates shall not be paid more than once for the same hours worked. Work performed on a recognized stat holiday that is on an employees regular scheduled day off shall be paid at two (2) times the employees regular rate of pay.

### 21.11 Ambulance Escort

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

- (a) Where the employee performs such duties during their regular shift, the employee shall be paid their regular rate of pay.
- (b) Where the employee performs such duties outside their regular shift or on a day off, the employee shall be paid the appropriate overtime rate
- (c) Where such duties extend beyond their regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift, the employee will maintain their regular earnings for that full shift.
- (d) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the Hospital or to such other location agreed between the Hospital and the employee, will be paid at straight time or at appropriate overtime rates, whichever apply. It is understood that the employee shall return to the Hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish the arrangements for return travel.
- (e) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.
- (f) "Stat" ambulance transfers that occur during a shift shall be offered by seniority to those employees working the shift. If no employee accepts the transfer, then the transfer will be assigned to the most junior employee working the shift and able to perform the transfer.

## 21.12 Standby

Where an employee is required to work during the period of standby to the extent that the employee does not have eight (8) hours off between the end of the standby and the start of the next regular shift, the employee shall be allowed eight (8) hours off before reporting for their next regular shift. The employee shall be paid straight time for the full shift. However, if the Hospital is unable to provide eight (8) hours of relief between the end of the standby and the start of their next regular shift, the employee shall be paid time and one-half (1 ½) their regular rate of pay for the full shift.

## **ARTICLE L25 - VACATION**

### 25.03 Vacation Scheduling

#### Vacation requests prior to the posted schedule

Employees requesting vacation prior to the posted schedule shall be provided an answer to their request within 14 calendar days of the submission of the request. If approved, manager will use the amount of vacation in the employee's bank at the time of the approval to determine whether to grant or deny the vacation request.

#### Vacation requests after the posted schedule

Employees requesting vacation after the posted schedule shall be provided an answer to their request within 5 business days of the submission of the request. If approved, employees will be responsible to determine their own replacement and any replacement will not result in any premium payment. As well, scheduling provisions of the Collective Agreement will be followed in determining replacements.

The vacation request sheet shall be posted by February 1<sup>st</sup>.

Employees will be given preference with respect to their vacation periods in accordance with seniority.

Seniority must be exercised by the completion of evening tour April 1<sup>st</sup>.

Vacation requests will be finalized by the completion of evening tour April 15<sup>th</sup>.

Schedules will be posted by May 30<sup>th</sup>.

Full-time employees who have not made any attempt to schedule any vacation or any portion of the vacation entitlement during the vacation year shall have their vacation entitlement paid out immediately following the completion of the vacation year with the exception of one (1) week to carry over to the next year.

The vacation year will begin the pay period in which July 1<sup>st</sup> occurs. Prime time shall be defined as the Monday closest to July 1<sup>st</sup> to the Sunday following Labour Day and employees will be allowed to book up to two (2) weeks vacation entitlement in accordance with seniority during the prime time period and also be entitled to book additional vacation time outside of the prime time period.

Vacation weeks which become vacant after all employees have their initial vacation requests scheduled, shall be given on a first come, first serve basis.

Written requests for time off are to be submitted at least one (1) week prior to the posting of the next working schedule and will be granted on a first come first serve basis

Part-time vacation will be counted towards equal distribution of shifts over a two (2) week schedule as follows:

1 week booked	=	37.5 hours deducted from vacation bank
2 weeks booked	=	75 hours deducted from vacation bank

Employees may arrange vacations otherwise on an individual basis with the permission of the Department Head.

Only one (1) employee from each unit will be scheduled for vacation at the same time

For Full-time:

Vacation may be scheduled between December 15 and January 15 if requested and availability will be granted by seniority.

For Part-time:

Vacation may be scheduled between December 15 and January 15 if requested and availability will be granted by seniority.

25.04 Scheduling of Single Vacation Days

A request may be made for up to five (5) single vacation days and these will be granted subject to mutual agreement after the posting of the approved vacation schedule on May 30.

25.05 Vacation Pay - Part-Time

Part-time employees shall be paid vacation pay that has accrued during each pay period on the pay day for that pay period according to their vacation entitlement.

## **ARTICLE L27 - INJURY AND DISABILITY**

### **27.03 Modified Work**

Any position modified or created to accommodate the return to work of an injured employee or an illness or off-the-job injury shall not be posted nor made available to any other employee.

## **ARTICLE L29 - COMPENSATION**

### **29.06 Wages and Classification Premiums**

The job classification and wages to be paid are set out in Schedule "A" hereto attached and forming part of this agreement.

These rates will be reflected on employee's earnings advice statement.

It is understood and agreed that nothing contained in this Agreement shall lower any present working condition or wage standard. Any employees presently receiving an increment above these rates shall maintain this increment throughout the life of this Agreement. It is understood and agreed that any changes in wages or working conditions during the life of this Agreement shall be negotiated between the Hospital and the Union.

### **29.07 Transfer to a Lower Paid Job**

When an employee transfers to a lower paid job they shall receive the wage rate in the salary range for the new job which is lower than the rate they were receiving prior to their transfer and they shall progress within the new salary range in accordance with their length of service in the new job.

### **29.08 Charge Nurse/Team Leader Premium**

**Whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular salary and applicable premium allowance.**

**Before assigning a nurse to be in charge or team leader of a unit, the nurse will receive orientation to the role of the charge nurse or team leader on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.**

**ARTICLE L31 – GENERAL**

**31.01 Union Office**

The parties agree that in the future should a vacant office within the hospital be made available to the Union to conduct Union Business, the Hospital will provide a desk and phone connection. It is understood that all long distance calls placed will be paid by the Local.

Dated this \_\_\_\_ day of \_\_\_\_\_, **2026.**

**FOR THE UNION:**

*Laurie Lessard-Brown*

\_\_\_\_\_

*Jaime Olegg*

\_\_\_\_\_

*Mary Casola*

\_\_\_\_\_

*Cathy Humalamaki*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE HOSPITAL:**

*Mana Viel*

\_\_\_\_\_

*M. Leduc*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

And



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

### **Re: Extended Twelve (12) Hour Tours**

The parties to this Letter of Understanding recognize that in the matter of the introduction of extended twelve (12) hour tours affecting employees in the bargaining unit, the following is agreed to:

1. Extended twelve (12) hour tours will be introduced to a department within the Hospital, on a trial basis of six (6) months when:
  - i) a majority (50% plus 1 as indicated by the Union) of the employees in the department indicate by secret ballot their agreement.
  - ii) The Hospital is able to provide a workable schedule
  - iii) It does not affect patient care adversely
  - iv) The parties agree to changes within the language of the Collective Agreement affecting extended tours and affecting both full-time and part-time employees.
  - v) The extended twelve (12) hour tour rotation will:
    - (a) full-time only - be averaged over a six (6) week period and will consist of an average of seventy-five (75) hours every two (2) weeks
    - (b) full-time only - consists of twenty (20) 11.25 hour worked shifts or nineteen (19) 11.25 hour worked shifts plus one (1) regular 7.5 hour paid holiday
    - (c) full-time only - repeat itself every six (6) weeks: and
    - (d) provide meal breaks at least every five (5) hours
  - vi) The Hospital agrees to implement the compressed work week and such agreement shall not be withheld in an unreasonable or arbitrary manner.

2. The parties agree that procedures to evaluate the effectiveness of the extended twelve (12) hour tour be implemented within the six (6) month trial period. The procedures will take into consideration both staff satisfaction and the quality of patient care as it may be affected by the extended twelve (12) hour tours.
3. The parties agree that, at the fourth (4) month of the trial period, formal evaluation measures will be taken to prepare for a decision regarding continuing or discontinuing the extended twelve (12) hour tour at the termination of the trial period.
4. At the end of the trial period, the parties agree that a secret ballot vote of the employees in the department concerned shall determine the continuance or discontinuance of the extended twelve (12) hour tours. It is further agreed that 50% + 1 of the employees in the department concerned must be in agreement to continue the extended twelve (12) hour tours.
5. If the parties agree to the continuance of the extended twelve (12) hour tours, the compressed work week may be discontinued when:
  - i) 50% +1 of the employees in the department concerned indicate by secret ballot vote, or
  - ii) the Hospital because of:
    - a) adverse effects on patient care
    - b) inability to provide a workable staffing schedule states its intention to discontinue the compressed work week in the schedule
6. When notice of discontinuation is given by either party in accordance with #5 above then:
  - i) the parties shall meet within fourteen (14) days of receipt of the notice to review the request for discontinuation, and
  - ii) where it is determined that the compressed work week will be discontinued, affected employees in the department concerned shall be given forty-five (45) calendar days notice before the schedules are to be amended. All amendments will occur at the beginning of a regular scheduling period.
7. The parties further agree that the employees working the extended twelve (12) hour tour schedule shall not receive a greater or lesser benefit than employees working regular 7.5 hour tours.

## Hours of Work

The normal extended tour shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of two (2) unpaid meal periods totaling forty-five (45) minutes. The normal extended tour shall be 11.25 paid hours.

The scheduled extended tour rotation for full-time employees will be:

- i) averaged over a six (6) week period and will consist of an average of seventy-five (75) hours every two (2) weeks
- ii) consist of a scheduled rotation of twenty (20) 11.25 hour shifts or nineteen (19) 11.25 hour shifts plus one (1) 7.5 hour paid holiday in a six (6) week period
- iii) repeat itself every six (6) weeks (consistently for full-time employees)
- iv) not more than three (3) consecutive 11.25 hour tours will be scheduled during rotation
- v) provide meal breaks at least every five (5) hours

Employees shall be entitled to rest periods totaling forty-five (45) minutes during the extended tour.

## Cancellation of Shifts or Shift Change (Full-time / Part-time)

The Hospital will endeavour to provide as much advance notice as practicable of a change in the posted schedule or cancellation. Changes or cancellation to the posted work schedule shall be brought to the attention of the employee. Where less than 48 hours notice is given personally to the full-time 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 next schedule.

Where less than 24 hours notice is given personally to the part-time 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 next schedule.

Cancellation of extended tour shifts shall be done by seniority, that is, if a senior employee is working a regular 7.5 hour shift and a junior employee is working an extended 11.25 hour tour, the junior employee shall be cancelled and the extended 11.25 hour tour shall be given to the senior employee to work. It is further understood that the change for the senior employee from a 7.5 hour tour to an extended 11.25 hour tour will not result in premium pay. The full 11.25 extended tour will be worked at straight time.

It is further understood that call-ins for extended tours shall be by seniority and commitment regardless of the amount of hours to be worked.

## PREMIUM PAYMENT

### Overtime Premium - Full-time

Employees working the extended tour rotation shall be paid time and one-half their regular rate of pay for authorized work performed in excess of the 11.25 hour extended tour. Employees working the regular 7 ½ hour tour rotation shall be paid time and one-half their regular rate of pay for authorized work performed in excess of the 7 ½ hour tour.

Additional tours, either regular or extended tours, offered in addition to the full-time rotation, will be compensated at the rate of time and one-half the regular rate of pay for all hours worked on the additional tour.

### Overtime Premium - Part-time

Part-time employees working either regular or extended additional tours, will be compensated at the rate of time and one-half the regular rate of pay for all hours worked after seventy-five (75) hours in a two (2) week period.

### Reporting Pay

As per the collective agreement four (4) hours

### Paid Holidays

The recognized paid holidays with pay for this agreement shall be identified holidays according to Article 24 of the Collective Agreement.

An employee required to work on any of the Holidays identified in Article 24 shall be paid at the rate of time and one-half the regular straight time hourly rate of pay for all hours worked on such holiday. In addition, a full-time employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 20.

Payment for such holiday shall commence at 2300 hours on the evening immediately preceding the holiday and end at 2300 hours on the holiday day

### (Full-time only)

In cases where less than 11.25 hours are worked on such holiday, the employee will secure the full day's pay for the holiday in the amount of their regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 20, plus time and one-half the employee's regular rate of pay for all hours worked on such holiday.

### Vacation

As per Article 25 of the Collective Agreement, vacation for extended tours shall be calculated in hours based on:

Two (2) weeks	75 hours
Three (3) weeks	112.5 hours
Four (4) weeks	150 hours
Five (5) weeks	187.5 hours
Six (6) weeks	225 hours

### Bereavement Leave

An employee who notifies the Hospital as soon as possible following bereavement shall be granted bereavement leave in accordance with Article 19.01.

### Sick Leave

It is understood that full-time employees on sick leave shall be paid on the basis of an average of seventy-five (75) hours in a two (2) week period.

It is further understood that extended tours will be given the same consideration as regular hours in terms of the Long Term Disability portion entitlement.

### Part-time Commitment

Part-time commitment shall be given up to forty-five (45) hours in a two (2) week period on the posted schedule according to seniority and depending on shifts available. It is understood that part-time employees may be scheduled for both regular and extended tours.

**LETTER OF AGREEMENT**

**BETWEEN**

**St. Joseph's General Hospital  
(Hereinafter referred to as "the Hospital")**

**AND**



**LOCAL 1359  
(Hereinafter referred to as "the Union")**

**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, 2009, the parties agree to the following guidelines.

1. The roster will consist of the following eight (8) arbitrators and will be selected as follows:

Gail Brent  
Dan Harris  
Loretta Mikus  
John Stout

Louisa Davie  
Eli Gedalof  
Christine Schmidt  
Michael Rayner

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 in force, subject to renewal by the parties.
6. Both parties agree to adopt an expedited arbitration procedure provided both parties are in mutual agreement as to which grievances merit expedited arbitration.

## LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**  
theUnion | lesyndicat

**LOCAL 1359**

### **Re: Missed Shift Remedy (Otherwise known as a Grievance Shift)**

The parties agree that a violation of the protocol for offering additional opportunities shall be dealt with in the following manner:

1. Once a violation has been determined, the employee who should have been offered the additional opportunity will be offered an additional shift as an extra employee on the unit.
2. The employee's request for this additional shift to rectify a violation of the protocol must be in writing submitted to the Manager of the department.
3. Once approved, the shift will be mutually agreed to be scheduled and worked and the employee will be paid at the appropriate rate of pay, i.e., if the shift missed was at straight time, the additional shift will be worked at straight time and if the shift missed was at an overtime rate, the additional shift will be worked at an overtime rate.
4. If the manager and employee agree that the missed shift will be worked on a weekend or night shift, no weekend premiums will apply unless the shift that was missed was a weekend shift or night shift, then premiums would apply.
5. It is further understood that the employee works the shift as an extra employee and does not displace an employee who might otherwise be entitled to the shift. However, it is further understood that should the employee's extra shift become a required shift, then the employee will be entitled to another mutually agreed extra shift.
6. It is also understood that the employee will be assigned appropriate work on the unit that they are capable of performing and may include a patient assignment in the nursing department.

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**  
theUnion | lesyndicat

**LOCAL 1359**

**Re: RPN Part-Time Shift Distribution**

Further to the Letter of Agreement signed January 24, 2007 concerning the distribution of hours for part-time RPN's, the parties agree to the following:

1. Once all RPN's per unit have received their commitment of 45 hours, additional straight time shifts will be distributed equitably (agreed to January 24, 2007).
2. RPN's shall be allowed to pick additional shifts at straight time up to 78.75 hours in a pay period without the application of premium payment for the hours over and above 75 hours in the pay period.

## LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

### **Re: Mentorship/Preceptorship**

The parties agree to institute a mentorship/preceptorship program for RPN's only according to the following guidelines:

- The program shall only cover students in the Hospital setting who are enrolled as an RPN in a recognized post-secondary institution.
- The program shall cover newly hired RPN's under the Health Force Ontario program.
- The program is not applicable to orientation programs.
- The Manager of the unit shall be responsible for selecting appropriate individuals to provide the mentorship/preceptorship program.
- The Hospital agrees to pay **\$2.00** per hour for all hours worked associated with the program to the RPN responsible for providing the mentorship/ preceptorship program.

**LETTER OF AGREEMENT**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Clinical Lead Replacement**

The parties agree that RPN's assigned to replace the clinical lead position shall be reimbursed \$0.70 cents per hour for all hours worked as the replacement up to a maximum of 7.5 hours Monday to Friday or single days within this time frame. There will be no replacement of the clinical lead position on weekends.

**LETTER OF AGREEMENT**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Full-Time and Part-Time Agreements**

The parties agree that although Unifor Service members are certified as two separate bargaining units through the Labour Board, the two separate collective agreements have been amalgamated to read as one because of the similarities in the language.

## LETTER OF AGREEMENT

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Ambulance Transfers**

The parties agree that RPN's assigned an ambulance transfer shall be booked an 11.25 hour shift.

The parties further agree that RPN's involved in an ambulance transfer shall:

- 1) report for duty at the Hospital in appropriate dress - i.e., full uniform, not in street clothes and this may entail preparing the patient for transfer.
- 2) be prepared to work the remainder of their 11.25 hour shift if required by the Hospital once the ambulance transfer is completed.

## LETTER OF AGREEMENT

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

AND



**UNIFOR**  
theUnion | lesyndicat

**LOCAL 1359**

### **Re: Casual Employee Status**

The parties agree to incorporate a Casual status employee within the current Collective Agreement and subject to the following conditions:

1. The Hospital shall have sole discretion in deciding the number of Casual employees within any department and the Casual position shall be a posted except in circumstances where the employee request for Casual status is to accommodate professional educational needs. Such requests must be accompanied by proof of enrolment in education program and the union will be notified.
2. Casual employees will be offered shifts at straight time only after part-time employees on the unit/department have been offered the available shifts at straight time following the staffing protocol and prior to offering shifts at overtime. The same process would be followed for overtime shifts.
3. Casual employees in any department shall be required to work a minimum of two (2) shifts of a minimum 7.5 hour duration every month (or equivalent 15 hours/month) OR one (1) extended tour (11.25 hours). This is subject to the availability of shifts being offered.
4. A Casual employee who does not work the required two (2) shifts a month for a two (2) month period, when shifts have been offered, shall be terminated and this termination shall not be the subject of a grievance or arbitration.

## LETTER OF AGREEMENT

Between

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

The parties agree to the following:

### Call-in order for premium shifts

1. will be based on hospital seniority from the Department requiring staff
2. For Nursing – Staffing Methodology will be followed
3. Unifor service employees hospital seniority list (responsibility of Human Resources) will be updated each April and October and maintained to ensure proper call-in procedure.

### Distribution of hours for part-time employees:

1. All part-time employees per unit must be offered shifts to reach their commitment of 45 hours prior to assigning additional hours to other staff in the Department
2. Shifts offered and refused (if other than illness) must be counted towards an employees total hours unless the refusal falls under Article L20.05
3. Once all employees per unit have received their commitment of 45 hours, additional straight time shifts will be distributed equitably
4. Should a cancellation occur, the most junior employee on the unit on that shift is cancelled
5. A part-time employee shall not bump a full-time employee
6. The displaced employee can then displace the most junior employee on that shift

7. Displacing 7.5 hour to 11.25 hour shift will not result in any premium payment
8. If an employee cannot exercise their bumping rights, the employee will be the first person called when a shift becomes available, regardless of commitment. If the employee declines an offered shift, the employee is no longer entitled.
9. If a cancelled shift was at a premium, the premium will still hold during the bumping process or the next need that arises

#### Reporting an absence and return to work

1. When an employee is going to be absent from duty due to illness, they are responsible to notify the department manager or delegate.
2. Prior to returning to work, the employee must notify the department manager or delegate by 1300 hours of the day before a scheduled Day Shift; by 0900 hours the day of an Evening or Night Shift. An employee who returns to work without prior notification to the Manager, may not be assigned to work and sent home without pay.

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Health and Safety Committee**

The parties agree that the Health and Safety Committee shall comprise of at least two (2) members representing Unifor members and shall be appointed by the Union.

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Parking – Employer Proposed Language – Agreed 29.04.22**

The Employer, upon request, shall provide all employees who have paid for a parking pass at the St. Joseph's General Hospital Elliot Lake with a receipt for such payments for the period January 1st to December 31st. Requests must be submitted, in writing, by January 1st of each year for the preceding year. Receipts will be issued by February 28th.

**LETTER OF UNDERSTANDING**

**Between**

**ST. JOSEPH'S GENERAL HOSPITAL**

**AND**



**UNIFOR**

theUnion | lesyndicat

**LOCAL 1359**

**Re: Preceptorship/Student Supervision (RPN)**

Employees may be required, as part of their regular duties, to supervise activities of students. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the education institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Hospital will review the employee's workload with the employee and the student to facilitate completion of the assignment.

Where an employee is assigned supervision duties, the Hospital will pay a premium of two dollars (\$2.00) per hours all hours spent supervising students.

All the above Letters of Understanding have been agreed upon by all parties

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**FOR THE UNION:**

*Laurie Lessard-Brown*

\_\_\_\_\_

*Jaime Olegg*

\_\_\_\_\_

*Mary Casola*

\_\_\_\_\_

*Cathy Humalamaki*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE HOSPITAL:**

*Mona Viel*

\_\_\_\_\_

*M.educ*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

<p align="center"><b>ST. JOSEPH'S GENERAL HOSPITAL ELLIOT LAKE UNIFOR - Service - Hourly Wage Rates</b></p>				
Classification	Effective	Oct 11, 2023 3.00%	Oct 11, 2024 3.00%	Johnson Award - CSR Tech, RPN, RPN Lead eff June 25, 2025
<b>Cooks 1 &amp; 2 QECS10</b>	Start	25.36	26.12	
	6 Mths	25.48	26.24	
	1 Year	25.76	26.53	
	2 Years	26.15	26.93	
<b>CSR Charge QECS11</b>	Start	29.140	30.01	
	1 Year	29.520	30.41	
	2 Years	29.870	30.77	

<b>CSR Technician QECS05</b>	Start	25.38	26.14	26.88
	6 Mths	25.54	26.31	27.05
	1 Year	25.80	26.57	27.32
	2 Years	26.15	26.93	27.69
<b>Dietary Aide QECS03</b>	Start	24.65	25.39	
	6 Mths	24.78	25.52	
	1 Year	24.96	25.71	
	2 Years	25.28	26.04	
<b>Dietary Assistant QECS13</b>	St 1 (Start)	23.62	24.33	
	St 2 (1 Year)	25.08	25.83	
	St 3 (2 Years)	26.56	27.36	
	St 4 (3 Years)	28.04	28.88	
	St 5 (4 Years)	29.52	30.41	
<b>Housekeeping Aide QECS04</b>	Start	25.56	26.33	
	6 Mths	25.65	26.42	
	1 Year	25.86	26.64	
	2 Years	26.14	26.92	

<b>Laundry Aide QECS14</b>	Start	24.66	25.40	
	6 Mths	24.79	25.53	
	1 Year	24.97	25.72	
	2 Years	25.29	26.05	
<b>Laundry Helper QECS08</b>	Start	24.97	25.72	
	6 Mths	25.15	25.90	
	1 Year	25.29	26.05	
	2 Years	25.64	26.41	
<b>Personal Support Worker QECS02</b>	Start	28.43	29.28	
	6 Mths	28.82	29.68	
	1 Year	29.20	30.08	
	2 Year	29.58	30.47	
<b>Porter QECS07</b>	Start	25.42	26.18	
	6 Mths	25.61	26.38	
	1 Year	25.77	26.54	
	2 Years	26.10	26.88	

<b>Recreation Therapy Asst. QECS01</b>	Start	22.84	23.53	
	6 Mths	23.96	24.68	
	1 Year	25.08	25.83	
	2 Years	26.20	26.99	
<b>Rehab Assistant QECS15</b>	Start	31.08	32.01	
	6 Mths	31.19	32.13	
	1 Year	31.47	32.41	
	2 Years	31.87	32.83	
<b>RPN QECS12</b>	Start	36.32	37.41	38.64
	1 Year	36.69	37.79	38.89
	2 Years	37.05	38.16	39.17
<b>RPN Clinical Lead</b>	Start	37.23	38.35	39.61
	1 Year	37.61	38.74	39.86
	2 Years	37.97	39.11	40.15
<b>Utility Aide QECS06</b>	Start	24.62	25.36	
	6 Mths	24.79	25.53	
	1 Year	24.97	25.72	
	2 Years	25.29	26.05	

<b>Washperson QECS09</b>	Start	25.42	26.18	
	6 Mths	25.59	26.36	
	1 Year	25.76	26.53	
	2 Years	26.10	26.88	