

COLLECTIVE AGREEMENT

-between-

SAULT AREA HOSPITAL

-and-



UNIFOR

theUnion | lesyndicat

AND ITS LOCAL 1359

UNIT(S):

OFFICE AND CLERICAL 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

Thunder Bay, Sister Margaret Smith Centre

Thunder Bay, St. Joseph's Care Group

Wawa, Lady Dunn Health Centre

Table of Contents

ARTICLE 1 – PURPOSE	6
Article 2 – Scope and Recognition	6
ARTICLE 3 – MANAGEMENT RIGHTS	6
ARTICLE 4 – DEFINITIONS	6
ARTICLE 5 – UNION SECURITY.....	6
5.01 Union Dues	6
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	2
5.07 T4 Slips	2
5.08 Access to Personnel File	3
ARTICLE 6 – NO DISCRIMINATION	3
6.01 No Discrimination	3
ARTICLE 7 – WORKPLACE HARASSMENT	3
7.01 Workplace Harassment	3
ARTICLE 8 – NO STRIKE/LOCKOUT.....	4
8.01 No Strike/Lockout.....	4
ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES	4
9.01 Committee Meetings	4
9.02 Grievance Committee.....	4
9.03 Union Stewards.....	4
9.04 Central Bargaining Committee	5
9.05 Local Negotiating Committee	6
9.06 Labour/Management Committee	6
9.07 Union Representatives	6
9.08 Union Chairperson	7
ARTICLE 10 – ADMINISTRATION OF DISCIPLINE	7
10.01 Administration of Discipline	7
10.02 Letters of Reprimand.....	7
ARTICLE 11 – GRIEVANCE PROCEDURE	7
11.04 Policy Grievance	8
11.05 Group Grievance.....	8
11.06 Discharge/Suspension Grievance	8
ARTICLE 12 – ARBITRATION PROCEDURE.....	9
ARTICLE 13 – SENIORITY.....	10
13.01 Probationary Period.....	10
13.02 Definition of Seniority	10
13.03 Transfer of Service and Seniority	11
13.04 Loss of Seniority.....	11
13.05 Effect of Absence	12
13.06 Transfer to Positions Outside of the Bargaining Unit	13
13.07 Transfer at Instance of Hospital.....	13
ARTICLE 14 – JOB SECURITY	13
14.02 Notice of Lay-off	14
14.03 Severance And Retirement Options	15
14.04 Layoff and Recall	16
14.05 Benefits on Lay-Off	18
ARTICLE 15 – NO CONTRACTING OUT	18
ARTICLE 16 – WORK OF THE BARGAINING UNIT.....	18
16.01 Work of the Bargaining Unit.....	18

16.02	Volunteers.....	19
16.03	Employment Agencies.....	19
ARTICLE 17 – TECHNOLOGICAL CHANGE		19
ARTICLE 18 – JOB POSTING		19
ARTICLE 19 – LEAVES OF ABSENCE		21
19.01	Bereavement Leave	21
19.02	Education Leave	21
19.03	Jury & Witness Duty	22
19.04	Pregnancy Leave	22
19.05	Parental Leave	25
19.06	Union Leave	28
19.07	Pre-Paid Leave Plan	29
19.08	Personal Leave	30
ARTICLE 20 – HOURS OF WORK		31
20.01	Daily and Weekly Hours of Work	31
20.02	Day-Light Savings	31
20.03	Rest Period	32
20.04	Time Off Between Shifts.....	32
20.05	Innovate/Flexible Scheduling.....	32
20.06	Week-ends Off	32
20.07	Posting of Schedules.....	33
20.08	Exchange of Shifts	33
20.09	Notice of Change or Cancellation of Shifts	33
20.10	Late Reporting.....	33
20.11	Booking Off	33
20.12	Casual Employee	33
ARTICLE 21 – PREMIUM PAYMENT		33
21.01	Definition of Regular Straight Time Rate of Pay	33
21.02	Definition of Overtime.....	33
21.03	Reporting Pay	34
21.04	Standby.....	34
21.05	Weekend Premium.....	34
21.06	Shift Premium.....	34
21.07	Call-back/Call-in	34
21.08	Responsibility Outside Bargaining Unit.....	35
21.09	Overtime – Lieu Time	35
21.10	Paid Time to Working Time	35
ARTICLE 22 – ALLOWANCES		36
22.01	Meal Allowance	36
22.02	Transportation Allowance.....	36
ARTICLE 23 – HEALTH AND SAFETY		36
23.01	Health & Safety	36
23.02	Violence	37
ARTICLE 24 – PAID HOLIDAYS.....		38
24.01	Paid Holidays	38
24.02	Holiday Pay Qualifiers	39
24.03	Payment for Working on a Holiday	39
24.04	Payment for Working Overtime on a Holiday	40
ARTICLE 25 – VACATIONS		40
25.01	Entitlement and Calculation of Payment.....	40
25.02	Approved Leave of Absence During Vacation	41
25.03	Vacation Scheduling.....	42
ARTICLE 26 – HEALTH AND INSURED BENEFITS		42

26.01	Insured Benefits	42
26.03	Change of Carrier.....	43
26.04	Pension Plan	43
26.05	Benefits on Early Retirement.....	44
26.06	Benefits for Part-time Employees	44
26.07	Influenza Vaccinations.....	44
26.11	– Infectious Disease	46
ARTICLE 27 – INJURY AND DISABILITY.....		47
27.01	Workplace Safety and Insurance Injury	47
27.02	Modified Work	47
Full-Time And Part-Time		47
ARTICLE 28 – SICK LEAVE		48
Full-Time Only.....		48
28.01	Sick Leave and Long-term Disability	48
28.02	Workplace Safety and Insurance Benefits and Sick Leave	49
ARTICLE 29 - COMPENSATION		50
29.01	Temporary Transfer.....	50
29.02	Job Classification	50
29.03	Payment of Wages.....	51
29.04	Compensation - Promotion to a Higher Classification.....	51
29.05	Payment of Wages.....	51
ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT.....		51
ARTICLE 31 – GENERAL.....		51
31.01	Health Examination	51
31.02	Witness and Inspection	52
31.03	Transfer of Service and Seniority	52
31.04	Union Office	52
ARTICLE 32 – RETROACTIVITY.....		52
32.01	Retroactivity	52
ARTICLE 33 – DURATION		53
33.01	Renewal	53
33.02	Term	53
APPENDIX “A”		53
Letter Of Understanding.....		54
Re: Paid Education Leave.....		54
Re: Roster of Arbitrators.....		55
Re: Filling of Positions under the Job Posting Procedure		56
Re: CBA Formatting Sub-Committee.....		57
Re: Joint Commitment in Dignity and Respect at Work		58
Re: Part-Time Benefits		59
RE: Ontario Health		60
Re: Violence Against Women.....		62
Re: Women’s Advocate.....		63
Re: Professional Responsibility Workload Report Form		65
Re: Mental Health		67
Re: Optimal Staffing Composition		68
Re: Unit Weekend Worker		69
Re: Mediation/Arbitration Process		72
Re: Experience Pay		74
LOCAL PROVISIONS APPENDIX		L1
SCHEDULE “A”.....		L28

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

Full-Time

See the Local Provisions Appendix L2

Part-Time

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. A request to review a personnel file must be submitted by the employee in writing to Human Resources prior to the employee being given access to their file.

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 their throughout the process, if requested.

ARTICLE 8 – NO STRIKE/LOCKOUT

8.01 No Strike/Lockout

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

ARTICLE 9 – UNION REPRESENTATION AND COMMITTEES

9.01 Committee Meetings

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

9.02 Grievance Committee

See the Local Provisions Appendix L9

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.
- (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) *See the Local Provisions Appendix L9*
- (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 Union Representatives

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

Where the Employer requests such meetings and the meetings are scheduled outside of the Unit Chairperson or alternate's scheduled hours of work, then the Employer will compensate the Unit Chairperson or alternate for time spent at such meetings. Such compensation shall be in the form of payment at the Unit Chairperson or alternate's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of seven and one half (7.5) 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.

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

9.08 Union Chairperson

The Hospital agrees to retain the Union Chairperson at work during 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 the eighteen (18) month period. Leaves of absences in excess of 30 calendar days will not count toward the eighteen (18) month period.

ARTICLE 11 – GRIEVANCE PROCEDURE

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

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

- 11.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until 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 & Step 2

See the Local Provisions Appendix L11

- 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

See the Local Provisions Appendix L11

- 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. 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.

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.

13.03 Transfer of Service and Seniority

Effective January 31, 1991, and for employees who transfer subsequent to January 31, 1991, 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 or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

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

- (i) Reassignments will occur in reverse order of seniority;
- (ii) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

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

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

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

14.03 Severance And Retirement Options

- (a)
 - (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 14.02 (a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
 - (ii) Where an employee resigns later than 30 days after receiving notice pursuant to article 14.02(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 14.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 14.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits 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.

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 (a) 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.

(b) *See the Local Provisions Appendix L17*

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 Office and Clerical 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 (a) 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 Office and Clerical 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.
 - (b) *See the Local Provisions Appendix L18*
- 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 for their 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) for 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.

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 their is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying 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.

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 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 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) 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.

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 10 days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or council meetings. Such leave may be approved if it does not interfere with the function of the department concerned.

19.07 Pre-Paid Leave Plan

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

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

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within two pay periods.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within two pay periods. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee at least four (4) weeks notice. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to 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

- (a) Leaves of absence without pay up to three (3) months may be granted to an employee for personal reasons at the discretion of the Hospital Vice- President or designate.
- (b) Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, they may forfeit all seniority rights and privileges contained in this Agreement
- (c) All leaves of absence should be applied for in writing to the Hospital Vice-President.

ARTICLE 20 – HOURS OF WORK

20.01 Daily and Weekly Hours of Work

- (a) The hours of work shall be as scheduled by the Hospital but the Hospital does not guarantee to provide employment or work for normal hours or any other hours.

Full-Time

The regular hours of work for all employees excluding meal periods shall be thirty-seven and one-half (37 ½) hours per week and shall not exceed seventy-five (75) hour in a bi-weekly period.

The daily working hours shall be seven and one half (7 ½) hours per day, the said hours shall be completed in an eight (8) hour period after commencing work. This means the employee must report to the respective supervisor dressed in accordance with the applicable dress code policy and remain for the full working shift.

Each employee shall be allowed thirty (30) minutes for meals

No employee will be required to work more than six (6) consecutive days without two (2) consecutive days off.

Part-Time

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

This means the employee must report to the respective supervisor dressed in accordance with the applicable dress code policy and remain for the full working shift.

Employees covered by this Agreement will not be regularly scheduled for more than twenty-four (24) hours per week. However, part-time employees may be offered more work in any week, which the employees has the option of refusing. Such work offered shall be in accordance with seniority with due regard to the employee's suitability and availability for work. Refusal of such extra work will not prejudice the employee's status, and acceptance will not remove an employee from their part-time status.

- (b) *See the Local Provisions Appendix L20*

20.02 Day-Light Savings Full-Time and Part-Time

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

20.03 Rest Period

Full-Time and Part-Time

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

20.04 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) 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.

Full-Time

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

However, changes from a day shift to another day shift shall require only a minimum of 12 hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. to 11:00 a.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

Part-Time

When rotating shifts, employees are allowed a minimum of twelve (12) hours off between the ending of the one shift and the commencing of the other. Where the twelve (12) hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half (1 ½)

20.05 Innovate/Flexible Scheduling

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

20.06 Week-ends Off

Full-Time

See the Local Provisions Appendix L20

20.07 Posting of Schedules

See the Local Provisions Appendix L20

20.08 Exchange of Shifts

See the Local Provisions Appendix L20

20.09 Notice of Change or Cancellation of Shifts

See the Local Provisions Appendix L20

20.10 Late Reporting

See the Local Provisions Appendix L20

20.11 Booking Off

See the Local Provisions Appendix L20

20.12 Casual Employee

See the Local Provisions Appendix L20

ARTICLE 21 – PREMIUM PAYMENT

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

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

21.02 Definition of Overtime
Full-Time and Part-Time

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

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

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate

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

21.03 Reporting Pay
Full-Time and Part-Time

Employees who report for work on any regularly scheduled shift or authorized call-in will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours, unless specifically scheduled for less than four (4) hours as a normal shift. However, the reporting allowance outlined above 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

No Negotiated Language

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.

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.

Employees who refuse to work rotating shifts shall not be entitled to receive a shift premium.

Shift premium is not to be used in the calculation of any premium pay.

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

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

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

21.09 Overtime – Lieu Time
Full-Time and Part-Time

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

Notice of intent: The SAH will pay out any banked overtime in excess of 90 days in the last pay period in December of each year.

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

Employees who are absent on approved time off during their scheduled work week because of paid sickness, accident, bereavement leave, worker's compensation, paid holidays, or vacation, shall for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such paid absence.

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

ARTICLE 22 – ALLOWANCES

22.01 Meal Allowance Full-Time and Part-Time

When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, 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 same rate as the Hospital policy for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Notice of intent: If the hospital requires an employee to utilize their own vehicle to conduct hospital business the employee will be reimbursed at the above rate per kilometer.

ARTICLE 23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 Health & Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the *Occupation Health and Safety Act*.
- (b) *(See Local Appendix L23.01)*
- (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.

ARTICLE 24 – PAID HOLIDAYS

24.01 Paid Holidays

(a) Full-Time

(1) The following holidays shall be recognized by the Hospital as paid holidays:

- | | |
|---------------------|----------------------|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| July 1 (Canada Day) | August Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

(2) In addition to the above named designated holidays, there shall be an additional holiday in the form of a non-premium floating day, without loss of or deduction from regular earnings. In selecting such floating holiday consideration will be given to the wishes of the employee but the Hospital's decision will govern.

(3) In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the 11th Holiday.

(4) Christmas & New Year's Scheduling: The Hospital will endeavour to:

- i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
- ii. Schedule employees off either Christmas or New Years Day on a rotating basis.
- iii. Give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.

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

(b) Part-Time

(1) The following holidays shall be recognized by the Hospital as paid holidays:

- | | |
|---------------------|----------------------|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| July 1 (Canada Day) | August Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | Floating Day |

- (2) Christmas & New Year's Scheduling: The Hospital will endeavour to:
 - i. Schedule employees off work for not less than three (3) consecutive days at either Christmas or New Years.
 - ii. Schedule employees off either Christmas or New Years Day on a rotating basis.
 - iii. Give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.
- (3) Float/Statutory Holidays will be scheduled in accordance with the employee's request provided that the day requested can be accommodated and that the employee's request is submitted to the department head in writing prior to the posting of the schedule in accordance with the Collective Agreement.

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

(a) Full-Time

- (1) An employee required to work on any of the designated holidays in Article 24.01 shall be paid on the basis of the fixed day's pay plus time and one-half (1 ½) for work performed on such day or given equivalent time off on some other day or days within thirty (30) days of the holiday by mutual agreement.
- (2) Lieu Days: If one of the above mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof. The additional day off is not necessarily consecutive with the vacation period. Decision as to the choice of day taken in lieu of the holiday to be by mutual agreement but must be taken within ten (10) working days prior to or after the scheduled vacation period.

(3) Where an employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but no other during such period of absence.

(b) Part-Time

If an employee works on a paid holiday, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate

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

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2-1/2) 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 in any 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 in any year shall be entitled to three (3) weeks of annual vacation with pay.

An employee who has completed five (5) years but less than 13 (13) years of continuous service as of the end of the vacation year in any 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 the end of the vacation year in any 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 of any 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 the end of the vacation year of any year shall receive seven (7) weeks annual vacation with pay.

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

Part-Time

A part-time employee who has completed less than 3,450 hours of continuous service as of December 31 in any year shall receive 4% of gross earnings.

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

A part-time employee who has completed 8,625 hours but less than 22,425 hours of continuous service as of December 31 in any year shall receive 8% of gross earnings.

A part-time employee who has completed 22,425 hours but less than 36,225 hours of continuous service as of December 31 in any year shall receive 10% of gross earnings.

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

An employee who has completed 48,300 hours of continuous service as of December 31 of any year shall receive 14% of gross earnings.

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

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

25.02 Approved Leave of Absence During Vacation

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.

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

25.03 Vacation Scheduling

See the Local Provisions Appendix L25

ARTICLE 26 – HEALTH AND INSURED BENEFITS

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

(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 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 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 (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 an 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 these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from their monthly pension cheque.

26.06 Benefits for Part-time Employees

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

26.07 Influenza Vaccinations

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (c) If an employee refuses to take the vaccine required under this provision, 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 Workplace Violence

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

26.11 – Infectious Disease

- 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 better (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 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.

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 Worker's Compensation Benefits.

27.02 Modified Work Full-Time And Part-Time

The Hospital and the Union, realizing the benefits to be derived from an injured or ill employee being returned to gainful employment as soon as possible, agree that they and all employees and supervisors at all levels, will cooperate to the fullest extent to promote the Modified Work Program.

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

ARTICLE 28 – SICK LEAVE

Full-Time Only

28.01 Sick Leave and Long-term Disability

- (a) 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.
- (b) 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.
- (c) Effective the first of the month following the transfer the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on their regular straight time hourly rate. The "sick leave bank" shall be utilized to:

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

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

- (ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave dollars providing they subsequently achieves the necessary service to qualify them for payout under the conditions relating to such payout.
- (iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the 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.

- (d) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.
- (e) The 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.
- (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (g) Unemployment Insurance Rebate
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- (h) Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- (i) Pay for Medical Certificates
Full-Time and Part-Time

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

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

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 - COMPENSATION

29.01 Temporary Transfer Full-Time and Part-Time

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, 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).

29.02 Job Classification Full-Time and Part-Time

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

- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

29.03 Payment of Wages

- (a) It is mutually agreed that employees shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by 12 and dividing it by 26 and this will constitute a bi-weekly pay.
- (b) regular pay days shall be every second Friday during the terms of this agreement.
- (c) Employees shall be paid by bank deposit in the bank of the employees' choice and each employee shall be issued a statement showing earnings deductions and net pay. The bank to be within the municipality of residence or hospital operation.
- (d) *See the Local Provisions Appendix L29*

29.04 Compensation - Promotion to a Higher Classification

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

29.05 Payment of Wages

See the Local Provisions Appendix L29

ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

See the Local Provisions Appendix L30

ARTICLE 31 – GENERAL

31.01 Health Examination

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

31.02 Witness and Inspection

At any stage of a grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned and any other necessary witness, two only at any one time, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Hospital providing it does not interfere with the Hospital operation or personal attention to the patients, to view any working conditions which may be relevant to the settlement of the grievance.

31.03 Transfer of Service and Seniority

NOTE: Past changes and Effective Dates

Effective October 5, 1988	1800 hours = one year
Effective June 14, 1983	1950 hours = one year

31.04 Union Office

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

ARTICLE 32 – RETROACTIVITY

32.01 Retroactivity

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

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

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

If an eligible employee shall have terminated 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 their. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

ARTICLE 33 – DURATION

33.01 Renewal

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

33.02 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.

LB:at/cope343

FOR THE UNION:

Cathy Humalamaki

Mary Casola

Laurie Lessard-Brown

Samarita Hurley

FOR THE HOSPITAL:

Monique Kevill

Katey Notte

Bret Nasby

Annette Finateri

Kelley Moody

Emily Kauppi

Letter Of Understanding
Between
The 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-

SAULT AREA HOSPITAL

-and-



Local 1359, Office and Clerical Unit

Re: Roster of Arbitrators

The parties hereby agree that a mutually agreed upon roster of at least 4 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-

SAULT AREA HOSPITAL

-and-



UNIFOR

theUnion | lesyndicat

Local 1359, Office and Clerical Unit

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.

Dated this _____ day of _____, 2025.

FOR THE UNION:

Cathy Humalamaki

Mary Casola

Laurie Lessard-Brown

Samarita Hurley

FOR THE HOSPITAL:

Monique Kevill

Katey Nottle

Bret Nasby

Annette Finateri

Kelley Moody

Emily Kauppi

Letter of Understanding
Between
The Participating Hospitals

And



Re: CBA Formatting Sub-Committee

The parties agree to a joint implementation and collective agreement formatting sub-committee. The committee shall be made up of two representatives of the Hospitals and two representatives of the Union. The committee would meet to finalize the content and format of each collective agreement arising out of the Master Bargaining process between the Participating Hospitals and 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

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

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 above mentioned 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

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

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

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

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 a **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 a **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 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 AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Violence Against Women

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

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

Letter of Understanding
Between
The 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
The Participating Hospitals
And

UNIFOR
theUnion | lesyndicat

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 style="text-align: center;">PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM</p>	 <p>UNIFOR theUnion lesyndicat and its Local 1359</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) & 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):</p> <p> <input type="checkbox"/> Short staffing <input type="checkbox"/> Increased census <input type="checkbox"/> Increased patient acuity <input type="checkbox"/> Other (describe): </p> <p>_____</p> <p>_____</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>_____</p> <p>_____</p>	
<p>Description of Incident:</p> <p>_____</p> <p>_____</p>	
<p>Recommendation to Correct Problem:</p> <p>_____</p> <p>_____</p>	
<p>Name/Title of Supervisor Notified:</p>	
<p>Date/Time of Notification:</p>	
<p>Method of Notification:</p>	
<p>Supervisor Response:</p> <p>_____</p> <p>_____</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.

Signed at Thunder Bay, the _____ day of _____, 2025.

LETTER OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

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



Local 1359, Office and Clerical Unit

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



Local 1359, Office and Clerical Unit

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.**

Letter of Understanding
Between
The 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.

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

Dated this _____ day of _____, 2026.

FOR THE UNION:

Cathy Humalamaki

Mary Casola

Laurie Lessard-Brown

Samarita Hurley

FOR THE HOSPITAL:

Monique Kevill

Katey Nottle

Bret Nasby

Annette Finateri

Kelley Moody

Emily Kauppi

LOCAL PROVISIONS APPENDIX

TABLE OF CONTENTS

<u>Local Provision</u>	<u>Page</u>
ARTICLE L2	SCOPE AND RECOGNITION..... L2
ARTICLE L3	MANAGEMENT RIGHTS..... L2
ARTICLE L4	DEFINITIONS..... L3
ARTICLE L5	BULLETIN BOARDS AND SENIORITY LISTS..... L4
ARTICLE L9	UNION REPRESENTATION AND COMMITTEES..... L4
ARTICLE L11	GRIEVANCE PROCEDURE..... L4
ARTICLE L17	TECHNOLOGICAL CHANGE..... L5
ARTICLE L18	JOB POSTING..... L5
ARTICLE L19	LEAVES OF ABSENCE..... L5
ARTICLE L20	HOURS OF WORK AND SCHEDULING..... L6
ARTICLE L22	ALLOWANCES..... L8
ARTICLE L23	HEALTH AND SAFTY..... L8
ARTICLE L25	VACATION..... L8
ARTICLE L29	COMPENSATION..... L9
ARTICLE L30	PRINTING OF COLLECTIVE AGREEMENT..... L10
LOCAL LETTERS OF UNDERSTANDING	
	Extended Tours – Twelve Hours Tours..... L11
	Extended Tours – Ten Hours Tours..... L13
	Arbitrators..... L15
	Shift Distribution Errors..... L16
	Part-time Vacation Pay-out..... L17
	Reassignment – Return to former position..... L18
	Article 18.07 – Full-time and Part-time..... L19
	Article 18 – Job Posting..... L20
	Benefits Provider..... L21
	Committee Scheduling Guidelines..... L22
	Mediation Process to Minimize Arbitration..... L23
	Trial Automated Call-In Scheduling Program – Wait Times..... L24
	Appendix A – Scheduling Practices..... L25
SCHEDULE “A” L28

ARTICLE L2 – Scope and Recognition

Full-Time

The Hospital recognizes “Unifor” for the duration of this agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel employed by the Sault Area Hospital in Sault Ste. Marie and Algoma District, save and except supervisors, persons above the rank of supervisors, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, persons regularly employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week and persons covered by a subsisting collective agreement between Unifor, Local 1359 and the Hospitals.

Part-Time

The Hospital recognizes “Unifor” for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel of the Sault Area Hospital at Sault Ste. Marie and Algoma District, persons regularly employed during the school vacation periods and persons regularly employed for not more than twenty-four (24) hours per week, save and except supervisors, persons above the rank of supervisors, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, persons covered by subsisting collective agreements between Unifor, Local 1359 and the Hospital.

ARTICLE L3 – MANAGEMENT RIGHTS

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

- (a) To direct the working force, to discharge employees for just cause, subject to the use of the Grievance Procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.
- (b) Generally to manage and operate the 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. Such rules and regulations and any changes thereto shall be communicated to the employee and the Union.

ARTICLE L4 – DEFINITIONS

4.01 “Temporary Employee” shall mean an employees who is hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to **18** months where the leave of the employee being replaced extends that far. The period of the employment of such persons will not exceed the absentee’s leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The 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 Definition of Employee

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

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

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

4.03 “Administrator” shall mean the President or their appointee of Sault Area Hospital.

ARTICLE L5–UNION SECURITY

5.05 Posting of Seniority Lists

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

5.06 Bulletin Boards

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

The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Manager, Human Resources for approval before posting. All out-dated notices shall be removed by the Union.

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. 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.

9.05 Local Negotiating Committee

- (a) The Hospital agrees to recognize one (1) Negotiating Committee to represent both the full-time and the part-time Bargaining Units. This committee shall be comprised of the Unit Chairperson in addition to four (4) committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period. There will not be any more than one (1) employee from any one department on the Negotiating Committee.

ARTICLE L11 – GRIEVANCE PROCEDURE

11.03 Step 1

The employee shall submit the grievance, in writing, and signed by their, to the immediate supervisor. The employee may be accompanied by a committee member. The

immediate supervisor will deliver their decision in writing to the committee member within five (5) days following the day on which the written grievance was presented to their.

Step 2

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

A meeting will then be held between the Vice President or designate, and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

11.05 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Vice President or designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee.

ARTICLE L17 – TECHNOLOGICAL CHANGE

- 17.05 (b) The Hospital will have the option of negotiating a preferred rate with eye exam providers. Employees will have the option to have their eye exam performed by the provider of their choice, but will be reimbursed at the preferred rate. The Union will be involved in such negotiation process.

ARTICLE L18 – JOB POSTING

- 18.05 (b) The Hospital agrees to provide notification to the Office and Clerical Unit chairperson when the Hospital fills a temporary position in accordance with Article 18.05 (a).

ARTICLE L19 – LEAVES OF ABSENCE

19.03 Jury And Witness Duty Part-Time

If an employee is required to serve as a juror in any Court of Law or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the 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.

Where the employee's attendance is required during a different shift than they were scheduled to work that day, the Hospital will attempt to reschedule to work that day 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.

19.06 Union Leave

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

Such leave shall be subject to the following conditions:

- (a) not more than 1 employee of the hospital are absent on any such leave at the same time.

ARTICLE L20 – HOURS OF WORK

- 20.01 (b) Where an employee is scheduled by the Hospital to work more than 6 consecutive days, premium of 1 ½ times the employee's regular straight time hourly rate will be paid for all hours worked on a 7th and 8th scheduled day.

20.06 Weekends Off Full-Time

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in each twenty-four (24) week period, and in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1½) 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 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.

20.07 Posting of Schedules:

Schedules for work shall be posted in the department affected not later than **four (4)** weeks in advance. Errors if any, will be corrected as soon as possible by the supervisor who made the schedule.

20.08 Exchange of Shifts:

The Employer may allow an exchange of shifts at the request of two (2) employees provided that the approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shift. Approval for shift exchanges will not be unreasonably withheld. The rationale for not approving a shift exchange will be provided.

20.09 Notice of Change of Shifts

Full-Time

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

Part-Time

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

20.10 Late Reporting

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

- (i) Not more than fifteen (15) minutes late – penalty one-quarter (1/4) hour
- (ii) More than fifteen (15) minutes and not more than thirty (30) minutes late – penalty one-half (1/2) hour
- (iii) More than thirty (30) minutes and not more than forty-five (45) minutes late – penalty three-quarters (3/4) hours

And so on, in units of one quarter (1/4) hour.

20.11 **Notification of Absence**

Where an employee is unable to report for a scheduled shift, they shall notify the Hospital as soon as possible and in any event, at least one hour prior to the commencement of the day shift and where possible, six (6) hours prior to the commencement of the afternoon or night shift.

20.12 **Casual Employee**

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

ARTICLE L22 – ALLOWANCES

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 **same** rate as the Hospital policy for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Notice of intent: If the hospital requires an employee to utilize their own vehicle to conduct hospital business the employee will be reimbursed at the above rate per kilometer.

ARTICLE L23 – HEALTH AND SAFETY

Full-Time and Part-Time

23.01 **Health & Safety**

- (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 two representatives selected or appointed by the Union. The number shall be determined locally. The two representatives shall be from the full-time and part-time bargaining units.

ARTICLE L25 – VACATION

25.03 **Vacation Scheduling**

The following principles will be utilized in determining vacation scheduling:

- (a) The vacation year shall be January 1 to December 31 of each year
- (b) The number of employees off at any one time will be in accordance with departmental policy.
- (c) Vacation lists will be posted **November 1**.

- (d) Employees will submit their vacation requests by **December 1** in accordance with departmental procedure. **The vacation requests shall apply to the vacation period January 1 to May 31.**
- (e) Vacation approvals will be given by **December 15.**
- (f) **Vacation lists will be posted January 15.**
- (g) **Employees will submit their vacation requests by February 15 in accordance with departmental procedure. The vacation requests shall apply to the vacation period of June 1 to December 31.**
- (h) **Vacation approvals will be given by March 1**
- (i) During prime time (**second Monday in June to third Monday in September**) employees will be allowed to book up to two (2) weeks' vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.
- (j) Vacation entitlement will not be carried over and accumulated from one year to the next.
- (k) Employees will be notified by Sept. 1st that any unbooked vacation must be booked by Sept. 15th. If the vacation is not booked by Sept. 15th, it will be booked by the manager during the period of Oct. 1st to Dec. 1st. However, if an employee has endeavoured to book vacation in accordance with Article 25 and departmental procedure, and it has been denied, the parties will meet to book vacation at a mutually agreeable time.
- (l) When an employee transfers from one department to another after vacation entitlement is booked, the Employer will endeavour to accommodate the booked vacation. Where this is not possible, the employee and the manager/designate shall meet to try and resolve the conflict which may include rebooking of vacation to a mutually agreed period.

ARTICLE L29 – COMPENSATION

29.01 Experience Pay

Full-Time and Part-Time

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's

probationary period. It is understood and agreed that this shall not constitute a violation of the Wage schedule of the Collective Agreement.

29.03 Payment of Wages

(d) If there is a payroll error of 7.5 hours or greater, the Employer will issue payment within four (4) business days.

ARTICLE L30 – PRINTING OF COLLECTIVE AGREEMENT

30.01 Printing of Collective Agreement

The Hospital and Union agree that the cost of printing the collective agreements will be shared equally between the parties. The Union will be responsible for having the collective agreements printed in booklet format within ninety (90) days of its signing by both parties.

Dated the _____ day of _____, **2026.**

FOR THE UNION

FOR THE HOSPITAL

Cathy Humalamaki

Monique Kevill

Mary Casola

Katey Nottle

Laurie Lessard-Brown

Bret Nasby

Samarita Hurley

Annette Finateri

Kelley Moody

Emily Kauppi

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Extended Tours - Twelve Hour Tours

The parties agree to the following terms and conditions that will govern the scheduling of employees working extended tours at the Hospital:

2) Introduction and Discontinuation Language:

- i) A compressed work week shall be introduced when:
 - (a) Fifty percent +1 (50% + 1) of the employees so indicate by secret ballot: and
 - (b) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - (c) Upon request, a vote will take place once per year per department and will not be repeated within 12 months without mutual agreement of the parties.

- ii) A compressed work week may be discontinued when:
 - (a) sixty-five percent (65%) of the employees so indicate by secret ballot; or
 - (b) the Hospital, because of:
 - 1. adverse effects on patient care
 - 2. inability to provide a workable staffing schedule
 - 3. where the Hospital wishes to do for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.
 - 4. When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees

shall be given four (4) weeks' notice before the schedules are so amended.

- 3) a. The regular hours of work shall be 11.25 paid hours.
b. There shall be 45 minutes paid rest time and 45 minutes unpaid rest time.
- 4) The probationary period will be 337.5 hours.
- 5) Overtime will be paid only after 11.25 hours per day and if there is a balancing tour in the schedule then it will be paid after the 7.5 hours worked on the balancing tour.
- 6) Sick Leave - for the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (50) extended tours or 562.50 hours.
- 7) Statutory Holidays - Full-time and Part-time employees who work on a statutory holiday will be paid time and one-half for hours worked on that day.

Clarification of Intent: Employees will be paid statutory holiday pay for any hours worked from midnight to midnight on a statutory holiday. Any hours worked on the shift outside those hours will be paid straight time.

- 8) Shift premium - For purposes of this clause, the normal day will be the extended shift.
- 9) Vacations - A vacation week with pay will be equivalent of 37.5 hours.

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Extended Tours - Ten Hour Tours

The parties agree to the following terms and conditions that will govern the scheduling of employees working extended 10 hour tours at the Hospital:

1. Introduction and Discontinuation Language:
 - (a) A compressed workweek shall be introduced when:
 - i) Fifty percent + 1 (50%+1) of the employees so indicate by secret ballot:
and
 - ii) The Hospital agrees to implement the compressed workweek. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - iii) Upon request, a vote will take place once per year per department and will not be repeated within 12 months without mutual agreement of the parties.
 - (b) A compressed work week may be discontinued when:
 - i) sixty-five percent (65%) of the employees so indicate by secret ballot; or
 - ii) the Hospital, because of:
 - a. adverse effects on patient care
 - b. inability to provide a workable staffing schedule
 - (c) Where the Hospital wishes to do for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.

- (d) When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks' notice before the schedules are so amended.
- 2.
 - (a) The regular hours of work shall be 9.375 paid hours.
 - (b) There shall be 37.5 minutes paid rest time and 37.5 minutes unpaid rest time.
- 3. The probationary period will be 337.5 hours.
- 4. Overtime will be paid only after 9.375 hours per day.
- 5. Sick Leave: For the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (60) extended tours or 562.50 hours.
- 6. Statutory Holidays: Full-time and Part-time employees who work on a Statutory Holiday will be paid time and one-half for hours worked on that day.

Clarification of Intent: Employees will be paid statutory holiday pay for any hours worked from midnight to midnight on a statutory holiday. Any hours worked on the shift outside those hours will be paid straight time.
- 7. Shift premium - For purposes of this clause, the normal day will be the extended shift (9.375 hours).
- 8. Vacations: A vacation week with pay will be equivalent of 37.5 hours.

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Arbitrators

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

Randy Levinson
Louisa Davie
Christopher Albertyn
Peter Chauvin

John Stout
Tatiana Wacyk
Jim Hayes
Jesse Nyman

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

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

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

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Shift Distribution Errors

Full-Time Employees

Where a full-time employee is not called in for a shift in accordance with Appendix A, and does not become aware of the error prior to the commencement of the shift, the employee will be provided with monetary compensation as their remedy.

Part-Time Employees

Where a **part-time** employee is not called in for a shift in accordance with the equitable distribution of shifts, and does not become aware of the error prior to the commencement of the shift, the employee will be provided with an extra shift on the next posted schedule.

For the purposes of this agreement, an extra shift shall mean an additional shift above the equitable distribution of shifts on the posted schedule.

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Part-time Vacation Pay-out

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

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

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

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

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Reassignment – Return to Former Position

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

MEMORANDUM OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Article 18.07 - Full-Time and Part-Time

The Parties agree that the trial period may be extended on mutual agreement of the Union, employee and Hospital. Any extension will be in writing and specify the length of the extension.

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

MEMORANDUM OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Article 18 – Job Posting

The Parties agree that the Union will be advised and rationale will be provided prior to a casual position being posted. If requested the Hospital agrees to meet for further discussion prior to the position being posted.

LETTER OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Benefits Providers

The Hospital agrees to notify the Local Union of its intention to tender offers for new carriers.

LETTER OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Committee Scheduling Guidelines

The Parties agree to continue to meet for the purpose of discussing standardization of scheduling guidelines, not already addressed in the collective agreement. It is understood that not all scheduling practices can be standardized across the organization.

If the Parties do not reach a mutually agreed process, the service of a mediator, chosen from the agreed roster of arbitrators, may be engaged at the discretion of either Party.

LETTER OF AGREEMENT

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

Re: Mediation Process to Minimize Arbitrations

In addition to the arbitration process, the parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Wanting to minimize the number of grievances heard at arbitration, the parties may agree, for outstanding grievances(s), to follow an expedited mediation process with a Mediator mutually agreed to by the Union and the Employer selected specific for that mediation session (thereinafter referred to as “the Mediator”):

- Mediation with the Mediator may be scheduled at least one day every four months with the intent of attempting to resolve outstanding grievances which have already been scheduled for arbitration. The outstanding grievances to be heard shall be mutually agreed to by the Union and the Employer.
- The Mediator will remain seized for each grievance settlement achieved at that mediation session.
- The costs of mediation will be shared equally between the parties.
- This agreed mediation process can be amended with the agreement of both parties.

LETTER OF AGREEMENT

-BETWEEN-

SAULT AREA HOSPITAL

-AND-



UNIFOR

theUnion | lesyndicat

LOCAL 1359, SERVICE UNIT

Re: Trial Automated Call-In Scheduling Program – Wait Times

As it relates to scheduling hours of work pursuant to Article L20 of the Collective Agreement, the Hospital is proceeding with the implementation of an automated program that contacts employees via their preferred methods of communication (text message/email/website and/or phone call) to contact them for available shifts. At the start of implementation, there will be a trial period for suggested wait times. The trial period will start once the automated program has been fully implemented Hospital wide and will last 6 months (180 days).

Agreed upon wait times have been incorporated into the system for the trial to provide eligible employees a reasonable opportunity to respond to the request. Following this trial period, the parties will meet within 30 days to hear the Union's feedback on how the system has addressed their concern for wait times between offers made for available shifts and awarding the shift.

LETTER OF UNDERSTANDING

Between

The Participating Hospitals

And



Local 1359, Office and Clerical Unit

The parties agree to implement the practice attached as Appendix A for scheduling of part-time staff.

Any issues arising from the implementation of the attached practice will be forwarded to the Labour Management Committee for resolution.

In order to implement this practice the parties agree to amend Article L20.07 Posting of Schedules to read:

Work schedules of a minimum of 4 weeks shall be posted not later than two weeks in advance of the commencement of the schedule. Errors, if any, will be corrected as soon as possible by the supervisor who made the schedule.

This letter of understanding will expire with the current collective agreement.

Appendix A

Letter of Understanding - Scheduling Practices

Scheduling of part-time employees will be based on equitable distribution of shifts over a posted schedule. Where shifts other than the standard 7.5 hour shift per day, equitable distribution for part-time staff will be based on hours, not shifts. The length of the posted schedule will be determined by departmental policy, but in no case will be less than 4 weeks or greater than 8 weeks. In the event that a department changes from a 4 week posted schedule to a posted schedule in excess of 4 weeks for either part-time or full-time employees, the Manager will advise the Labour Management Committee of the new schedule prior to implementation.

Whenever possible an employee's shifts will be scheduled as evenly as possible across pay periods. Additional straight time shifts that become available after the schedule is posted will follow the equitable distribution of shifts principle.

In practice, this means that on any posted schedule, all part-time employees will have relatively the same number of shifts. At the end of the posted schedule, employees will have worked an even number of shifts. If there are an uneven number of shifts the most senior qualified, available department/unit employee will have the higher number of shifts.

Any requests for vacation, leaves of absence, refused shifts will be counted toward equitable distribution of shifts. If an employee advises they is not available on a specific day, this will be counted toward equitable distribution.

No part-time employee will be scheduled more than 22.5 hours per week or 45 hours biweekly unless all qualified available department/unit part-time employees are scheduled 22.5 hours that week or 45 hours that pay period. The purpose of using a biweekly pay period is to allow averaging of shifts over two weeks in order to maintain continuity of service.

Overtime or other premium shifts **(with the exception of paid and public holidays)** will be offered only when there are no qualified, available department/unit full-time or part-time employees to work that shift at straight time. These shifts will be offered first to available full-time employees by seniority. Should there be no full-time employees available for the shift(s), it will be offered to available part-time employees by seniority.

Any uncovered public and paid holiday shifts will be first offered to part-time at the applicable rate of 1.5. Should there not be any part-time available to work the shift without incurring overtime, the shift will be offered at overtime to full-time staff.

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

Dated this _____ day of _____, 2026.

FOR THE UNION:

Cathy Humalamaki

Mary Casola

Laurie Lessard-Brown

Samarita Hurley

FOR THE HOSPITAL:

Monique Kevill

Katey Nottle

Bret Nasby

Annette Finateri

Kelley Moody

Emily Kauppi

SCHEDULE "A"

October 11, 2023

Job Code	J/E Points	Job Classification	Basic	Year 1	Year 2	Year 3
			MT Step 1	MT Step 2	MT Step 3	MT Step 4
UC001	602	(HIMP) Health Information Management Professional - Lead	\$33.36	\$33.65	\$33.96	\$34.23
UC003	519	(HIMP) Health Information Management Professional*	\$30.07	\$30.36	\$30.66	\$30.93
UC002	560	Transcriptionist - Lead	\$28.01	\$28.30	\$28.60	\$28.87
UC042	n/a	Billing & Accounts Receivable Clerk	\$27.69	\$27.97	\$28.25	\$28.55
UC017	449	ED Clerk	\$27.67	\$27.94	\$28.21	\$28.48
UC013	441	Clinic Assistant II	\$27.67	\$27.94	\$28.21	\$28.48
UC009	449	Accomodations Clerk	\$27.65	\$27.92	\$28.20	\$28.47
UC008	n/a	Non Accredited Technician	\$26.85	\$27.12	\$27.40	\$27.67
UC007	403	Database Assistant	\$26.85	\$27.12	\$27.40	\$27.67
UC006	516	Data Management Clerk	\$26.85	\$27.12	\$27.40	\$27.67
UC012	430	Buyer	\$26.69	\$26.96	\$27.22	\$27.49
UC015	429	Surgical Booking Clerk	\$26.69	\$26.96	\$27.22	\$27.49
UC014	429	Patient Referral Clerk	\$26.69	\$26.96	\$27.22	\$27.49
UC016	378	Hospitalist Assistant	\$26.69	\$26.96	\$27.22	\$27.49
UC010	346	Accounts Payable Clerk	\$26.69	\$26.96	\$27.22	\$27.49
UC011	358	Payroll Clerk	\$26.69	\$26.96	\$27.22	\$27.49
UC021	404	Patient Registration Clerk	\$26.36	\$26.62	\$26.90	\$27.16
UC019	404	Office Assistant E	\$26.36	\$26.62	\$26.90	\$27.16
UC018	404	Booking Clerk E	\$26.36	\$26.62	\$26.90	\$27.16
UC043	404	Unit Assistant II (Women and Children's Health only presently)	\$26.36	\$26.62	\$26.87	\$27.15
UC023	374	Telephone Triage Clerk	\$26.22	\$26.48	\$26.76	\$27.01
UC024	372	Transcriptionist	\$26.22	\$26.48	\$26.76	\$27.01
UC033	337	Unit Assistant (all except Women and Children's Health presently)	\$26.11	\$26.37	\$26.63	\$26.91
UC032	329	Office Assistant F	\$26.11	\$26.37	\$26.63	\$26.91
UC031	321	Health Records Clerk	\$26.11	\$26.37	\$26.63	\$26.91
CU029	319	Clinic Assistant F	\$26.11	\$26.37	\$26.63	\$26.91
UC030	317	Cashier	\$26.11	\$26.37	\$26.63	\$26.91
UC037	329	Pre Admit Clerk	\$25.98	\$26.24	\$26.50	\$26.78
UC039	307	Office Assistant G	\$25.98	\$26.24	\$26.50	\$26.78
UC035	307	Clinic Assistant G	\$25.98	\$26.24	\$26.50	\$26.78
UC036	297	Mailroom Clerk	\$25.98	\$26.24	\$26.50	\$26.78
UC041	315	Purging Clerk	\$25.98	\$26.24	\$26.50	\$26.78
UC040	289	Switchboard Operator	\$25.98	\$26.24	\$26.50	\$26.78

October 11, 2024

Band	Job Classification	Basic	Year 1	Year 2	Year 3
		MT Step 1	MT Step 2	MT Step 3	MT Step 4
585-634	(HIMP) Health Information Management Professional - Lead	\$34.36	\$34.66	\$34.98	\$35.26
535-584	Transcriptionist - Lead	\$28.85	\$29.15	\$29.46	\$29.74
485-484	(HIMP) Health Information Management Professional*	\$30.97	\$31.27	\$31.58	\$31.86
	Data Management Clerk	\$27.66	\$27.93	\$28.22	\$28.50
435-484	Billing & Accounts Receivable Clerk	\$28.52	\$28.81	\$29.10	\$29.41
	ED Clerk	\$28.50	\$28.78	\$29.06	\$29.33
	Clinic Assistant II	\$28.50	\$28.78	\$29.06	\$29.33
	Accomodations Clerk	\$28.48	\$28.76	\$29.05	\$29.32
385-434	Buyer	\$27.49	\$27.77	\$28.04	\$28.31
	Surgical Booking Clerk	\$27.49	\$27.77	\$28.04	\$28.31
	Patient Referral Clerk	\$27.49	\$27.77	\$28.04	\$28.31
	Unit Assistant II (Women and Children's Health only presently)	\$27.15	\$27.42	\$27.68	\$27.96
	Patient Registration Clerk	\$27.15	\$27.42	\$27.71	\$27.97
	Office Assistant E	\$27.15	\$27.42	\$27.71	\$27.97
	Booking Clerk E	\$27.15	\$27.42	\$27.71	\$27.97
	Database Assistant	\$27.66	\$27.93	\$28.22	\$28.50
335-384	Hospitalist Assistant	\$27.49	\$27.77	\$28.04	\$28.31
	Telephone Triage Clerk	\$27.01	\$27.27	\$27.56	\$27.82
	Transcriptionist	\$27.01	\$27.27	\$27.56	\$27.82
	Accounts Payable Clerk	\$27.49	\$27.77	\$28.04	\$28.31
	Payroll Clerk	\$27.49	\$27.77	\$28.04	\$28.31
	Unit Assistant (all except Women and Children's Health presently)	\$26.89	\$27.16	\$27.43	\$27.72
285-334	Office Assistant F	\$26.89	\$27.16	\$27.43	\$27.72
	Health Records Clerk	\$26.89	\$27.16	\$27.43	\$27.72
	Clinic Assistant F	\$26.89	\$27.16	\$27.43	\$27.72
	Cashier	\$26.89	\$27.16	\$27.43	\$27.72
	Pre Admit Clerk	\$26.76	\$27.03	\$27.29	\$27.58
	Office Assistant G	\$26.76	\$27.03	\$27.29	\$27.58
	Clinic Assistant G	\$26.76	\$27.03	\$27.29	\$27.58
	Mailroom Clerk	\$26.76	\$27.03	\$27.29	\$27.58
	Purging Clerk	\$26.76	\$27.03	\$27.29	\$27.58
	Switchboard Operator	\$26.76	\$27.03	\$27.29	\$27.58