

COLLECTIVE AGREEMENT

- between -

ERIE SHORES HEALTHCARE

(REGISTERED TECHNOLOGISTS UNIT)

- and -

UNIFOR AND IT'S LOCAL 2458

EXPIRY DATE: MARCH 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF	4
ARTICLE 4 - UNION INTERVIEWS.....	5
ARTICLE 5 - NO STRIKE OR LOCK OUT	5
ARTICLE 6 - MANAGEMENT RIGHTS	5
ARTICLE 7 - GRIEVANCE PROCEDURE	6
ARTICLE 8 - ARBITRATION	7
ARTICLE 9 - DISCHARGE AND SUSPENSION GRIEVANCES	8
ARTICLE 10 - UNION COMMITTEE AND NEGOTIATING COMMITTEE.....	8
ARTICLE 11 - SENIORITY	10
ARTICLE 12 - LAYOFF AND RECALL	12
ARTICLE 13 - JOB POSTING AND VACANCIES.....	13
ARTICLE 14 - JOB TRANSFERS.....	14
ARTICLE 15 - HOURS OF WORK, OVERTIME AND SCHEDULING	15
ARTICLE 16 - OTHER PREMIUMS	19
ARTICLE 17 - LEAVE OF ABSENCE.....	21
ARTICLE 18 - SICK LEAVE AND DISABILITY PROTECTION	29
ARTICLE 19 - STATUTORY AND CIVIC HOLIDAYS.....	31
ARTICLE 20 - VACATIONS	32
ARTICLE 21 - HEALTH AND INSURED BENEFITS.....	34
ARTICLE 22 - OTHER BENEFITS	37
ARTICLE 23 - OTHER PROVISIONS	37
ARTICLE 24 - WAGES	42
ARTICLE 25 – EARLY RETIREMENT	42
ARTICLE 26 – VOLUNTARY EXIT OPTION	43
ARTICLE 27 - GENERAL.....	43
Unifor Technical Wage Scale 2022 to 2025	Error! Bookmark not defined.
LETTER OF UNDERSTANDING #1 – Health Care Benefits.....	45
LETTER OF UNDERSTANDING #2 – Fourth and Subsequent Periods of Disability	46
LETTER OF UNDERSTANDING #3 – Me Too Language.....	46
LETTER OF UNDERSTANDING #4 – Union Records	46
LETTER OF UNDERSTANDING #5 – Job Sharing	46
LETTER OF UNDERSTANDING #6 – Professional Practice.....	48
LETTER OF UNDERSTANDING #7 – Phone Calls	48
LETTER OF UNDERSTANDING #8 – Mental Health/Health and Safety.....	48
LETTER OF UNDERSTANDING #9 – Protecting a Sustainable Public Sector for Future Generations Act, 2019	48

THIS AGREEMENT entered into this ___ day of _____, 2022.

BETWEEN:

ERIE SHORES HEALTHCARE
(hereinafter called the "Employer")

- and -

UNIFOR AND ITS LOCAL 2458 (TECHNICAL UNIT)
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Erie Shores Healthcare at Leamington, regularly employed in its medical Laboratory, Diagnostic Imaging department, Cardiopulmonary department and Pharmacy department as graduate registered technologists, graduate registered technicians, graduate non-registered technologists, graduate non-registered technicians, pharmacy technicians, laboratory assistants/E.C.G. Technician/Laboratory, Physiotherapists, Occupational Therapists, R.R.T. and Diagnostic Cardiac Sonographers, save and except charges technologist and graduate pharmacists, office and clerical staff and students engaged in a cooperative program between Erie Shores Healthcare and a university or college, and those persons covered by subsisting collective agreements.

2.02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union, either individually or collectively, which will, or might, be interpreted to conflict with the terms or provisions of this Agreement.

Job Security

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

Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the

work that the Contractor to whom the work is being contracted, and any subsequent such Contractor, agrees:

- (i) to employ the employees thus displaced from the Hospital; and
- (ii) 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.

Classifications

- 2.04 The term "Medical Radiation Technologist" (MRT) shall mean an employee who is currently registered by the CMRITO (College of Medical Radiation and Imaging Technologists (Ontario)).
- 2.05 The term Diagnostic Medical Sonographer shall mean an employee who is currently registered as an active member of the CMRITO, and is employed in that capacity.
- 2.06 The term "Medical Laboratory Technologist" (MLT) shall mean an employee who is currently registered by the College of Medical Laboratory Technologists (Ontario).
- 2.07 The term "Registered Respiratory Therapist" (RRT) shall mean an employee who is currently registered with the College of Respiratory Therapists of Ontario.
- 2.08 The term "Diagnostic Cardiac Sonographer" shall mean an employee who is currently registered as an active member with CMRITO, or equivalent, as determined by the Hospital) and is employed performing cardiac, carotid and related sonographic studies/exams.
- 2.09 FULL-TIME EMPLOYEE is one who is regularly scheduled to work thirty -seven and one-half (37 1/2) hours per week (exclusive of lunch period) averaged over the length of the schedule and in accordance with the shift schedules as determined by the Hospital.
- 2.10 PART-TIME EMPLOYEE is one who is regularly scheduled to work thirty-seven and one-half (37 1/2) hours (but not guaranteed) per pay period (5 tours) (exclusive of lunch period) but may be offered additional shifts.
- 2.11 UNSCHEDULED PART TIME EMPLOYEE is one who makes themselves available for work but is not part of the master rotation schedule. This employee will not be utilized if any bargaining unit employee is laid off unless by mutual agreement of the parties.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

- 3.01 The Employer shall, deduct from each employee within the bargaining unit, an amount equivalent to the monthly dues as are levied by the Union in accordance with its Constitution and By-laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to make such deductions.

The Employer accepts the responsibility for obtaining an employee's signature on the job offer letter at the time of employment.

- 3.02 The amount of such dues shall be certified to the Employer by an authorized officer of the Union.
- 3.03 Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.
- 3.04 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twentieth (20th) day of each month.
- 3.05 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment, as contained in the herein Collective Agreement, and any rules that may be formulated under its terms.
- 3.06 The Union will save the Employer harmless from any and all claims which may be made by employees for amounts properly deducted from pay as herein provided.

ARTICLE 4 - UNION INTERVIEWS

- 4.01 During the term of this Agreement, the Employer agrees to furnish the Union monthly with a written list of all new employees who have completed their probationary period and have become members of the regular staff, this list is to include the employee's name and the department in which they are working.
- 4.02 The Hospital will arrange a mutually agreeable place and time for an interview of new employees by the Union Chairperson or their appointee, which shall not exceed thirty (30) minutes in duration. Such interview shall be held during the employee's Hospital-wide orientation period preferably in a group. Because of this arrangement, the Union agrees that there shall be no solicitation from the membership at any time on the premises of the Hospital.

ARTICLE 5 - NO STRIKE OR LOCK OUT

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges the exclusive function of the Employer to generally operate and manage the Hospital in accordance with its obligations and to maintain order, discipline and efficiency. Further, under the terms of this Agreement and subject to the provisions of this Agreement, to hire, discharge, suspend, transfer, promote, demote,

layoff or discipline employees for proper cause, all of which is subject to the right of the employee concerned to lodge a grievance under the orderly procedure as outlined in this Agreement.

- 6.02 There shall be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Employer regarding any employee because of membership in the Union. The Union shall not intimidate or coerce employees into membership.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is mutually agreed that grievances of the employees shall be adjusted as quickly as possible. It shall be the sole option of the Employer to decline to consider any grievance the alleged circumstance of which originated or occurred more than thirty (30) days prior to its presentation except for a grievance concerning wages, which shall have a time limit of sixty (60) days beyond the expiration of the pay date.
- 7.02 An employee may discuss with their immediate supervisor or manager any matter arising out of the interpretation, application or administration of this Agreement.
- 7.03 The procedure of adjustment of grievances shall be as follows:

STEP 1

An Employee or Employees having a grievance shall first present it to the immediate supervisor or manager as the case may be, and may be accompanied by a Union Committee member. The supervisor or manager shall give an answer within forty-eight (48) hours.

STEP 2

Failing settlement under Step 1, the matter shall be taken up at a meeting between the Grievance Committee and the Director of Human Resources to be held within ten (10) days. A decision must be rendered within five (5) days of that time or any longer period that may be mutually agreed upon.

STEP 3

Failing settlement under Step 2, the grievance may be referred to arbitration by either party. If Arbitration is to be invoked a written request for Arbitration must be given to the other party within five (5) days after the grievance has been dealt with in Step 2.

- 7.04 The President of Local 2458 and/or their appointees shall have the right to accompany any grievor or complainant to assist them at any stage of the grievance or arbitration procedure.
- 7.05 Any time limits referred to in this Article and Article 8 – Arbitration within which any procedure is required to be taken or notice required to be given, such time limit shall be exclusive of Saturday, Sundays and statutory and civic holidays and in the case of an employee, their days off. Time limits may be extended by mutual agreement of the parties.

- 7.06 Policy Grievance - Where a difference arises between the Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, such difference shall be reduced to writing and delivered to the other party. Delivery to the Union shall be effected if made upon the President of Unifor Local 2458, and delivery to the Employer shall be effective if made upon the Director of Human Resources. The difference shall be dealt with at a meeting of representatives of the Employer and the Union to be held within five (5) days after delivery which meeting shall be deemed to be Step 2 of the Grievance Procedure.
- 7.07 Grievances and replies to grievances shall be in writing at all times.
- 7.08 Failure on the part of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.
- 7.09 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 to the Department Head or their designate within five (5) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

ARTICLE 8 - ARBITRATION

- 8.01 In the event of a failure to reach a settlement under the Grievance Procedure as outlined in Article 7, either party may refer the matter to arbitration by notifying the other party, in writing, of their intention to go to arbitration within ten (10) days of receipt of the written decision rendered as a result of the meeting held under the provisions of Step 2.

The notice to refer the matter to arbitration shall list three (3) proposed arbitrators.

The parties may mutually agree to proceed by way of Board of Arbitration.

The parties agree that a mutually acceptable Mediator may be used to resolve grievances as mutually agreed to by the parties.

- 8.02 The recipient of the notice shall, within five (5) days of receipt of same, notify the other party of the name of its appointee to the Arbitration Board.
- 8.03 The two (2) appointees shall, within ten (10) days of the appointment of the latter, appoint a third person to act as Chair. If the two (2) appointees fail to agree upon a Chair within the said ten (10) days or if the recipient of the notice fails to appoint an arbitrator within the time limit, the appointments shall be made by the Minister of Labour for Ontario upon the request of either party.

- 8.04 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance unless the parties mutually agree otherwise.
- 8.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision of the majority of such Board shall be formal and binding upon the parties and any employees affected by it. If there is no majority the decision of the Chair shall govern.
- 8.06 The Arbitration Board shall make such decisions as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance then before it.
- 8.07 The Arbitration Board shall not be authorized to alter, modify or amend any provisions of this Agreement or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 8.08 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.
- 8.09 Each party shall bear the expense of its appointee and the expense of the Chair shall be shared equally by both parties.
- 8.10 A single Arbitrator shall have the same powers and authority as have been given to a Board of Arbitration by the terms of this Article.

ARTICLE 9 - DISCHARGE AND SUSPENSION GRIEVANCES

- 9.01 The Employer shall not discharge or suspend any employee without just cause. The Employer shall direct a letter to the employee concerned, stating its reasons for any discharge or suspension. Any claim of wrongful discharge may be submitted to the grievance and arbitration procedure within five (5) days from the date of discharge and dealt with as herein provided. Step Number 1 of the grievance procedure will be omitted in such cases.
- 9.02 When the Employer deems it necessary to give an employee a written warning, which is to become part of that employee's employment record, such written warning shall be given to the employee with a copy to the Union and shall be discussed with the employee personally and privately.

ARTICLE 10 - UNION COMMITTEE AND NEGOTIATING COMMITTEE

- 10.01 The Union may appoint, elect or otherwise select and the Employer will recognize an Employees' Committee, of three (3) members (representing all full time and part time employees) who shall also be the Chairperson and two (2) committee members who deal with grievances in that Unit. The Employer will be advised of their names and the

names of their successors elected or selected from time to time. Each member of the Committee shall be an employee of the Employer with at least six (6) months' seniority.

- 10.02 The President of Local 2458 and/or their appointees shall have the right to assist such committee when dealing or negotiating with the Employer. Such committee members shall have reasonable access to the Hospital premises upon reasonable notice in order to investigate and assist in the settlement of grievances.
- 10.03 It is understood that the Chairperson and committee members will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Employer will not deduct pay from such employees for time spent in meeting with the Employer or handling grievances of employees, up to but not including arbitration, at their regular rates of pay. This does not apply to the time spent on such matters outside of regular working hours. It is further understood that such employees will suffer no loss of pay for negotiating a renewal of this Agreement, up to and including conciliation.
- 10.04 Where the Chairperson or a committee member is required by the Employer to conduct Union business outside the regular scheduled working hours, the Committee member shall be paid an honorarium equivalent to one (1) hour at the employee's straight time hourly rate.

Negotiating Committee

- 10.05 The Hospital will recognize three elected or otherwise selected employees to negotiate the renewal of this Agreement. Negotiating committee members will not suffer any loss of pay while attending negotiations up to and including meetings called by the conciliation officer.

Should a member of the Negotiating Committee be scheduled off on a day on which a meeting takes place, the member will either receive pay at straight time for hours spent at negotiations, or accept full pay for such a day and take another day off without pay.

Any member of the Negotiating Committee scheduled for the afternoon (or night shift) shall be deemed to be scheduled for the day shift for all negotiating days.

- 10.06 The Employer shall provide the Union Chairperson with up to four (4) hours per month of paid leave as needed to fulfil the duties of the position. This may include, from time to time, attending scheduled meetings between the Employer and employees or the Employer and the Union, as required. Such time shall be scheduled on the third Tuesday of the month, subject to urgent operational requirements. In the event that the Union Chairperson is in a position that requires that they work extended shifts (ex. 10 or 12-hour shifts), the parties agree to meet to discuss how these hours will be scheduled.

ARTICLE 11 - SENIORITY

- 11.01 Seniority rights of full time employees shall be established after a probationary period of sixty (60) working days or 450 hours for a part time employee and shall date from the time any such employee began the most recent employment with the Employer. It is mutually agreed that an employee who is employed by the Employer for sixty (60) working days within any consecutive twelve (12) month period shall be deemed to have completed their probationary period
- 11.02 Seniority is defined as the length of an employee's service from the original most recent date of hire within the bargaining unit and shall be used in determining preference or priority for layoff, recall, job posting, transfer requests and choice of vacation time, provided that the employee concerned has the competence and skill and ability to perform the work required.
- 11.03 The Employer agrees to supply seniority lists of all employees within each of the Bargaining Units covered by this Agreement, to the Union upon completion of this Agreement and a revised and up-to-date seniority list for each Bargaining Unit twice annually as of December 15th and June 15th in each year thereafter. Copies of said seniority lists shall be posted on the appropriate bargaining unit bulletin boards for a period of two (2) weeks. A copy of each such seniority list shall also be mailed to the Union office when prepared. Said seniority lists shall contain the names of all employees within the Bargaining Unit including date of hiring and the classification of each.
- 11.04 Part-time seniority lists will include both date of hire and accumulated hours worked. One thousand, six hundred and fifty (1650) hours worked will be equivalent of one (1) year for advancement on the salary grid and vacation entitlement.
- 11.05 An employee shall lose all seniority if they:
- a) voluntarily quit, resign or retire;
 - b) are discharged for just cause unless such discharge is reversed through the grievance or arbitration procedure;
 - c) are laid off for a period of more than twenty-four (24) months;
 - d) when notified to return to work after a layoff, fail to inform the Hospital within five (5) days of such notification of their intention to return to work when scheduled and fail to report to work within ten (10) days of notification by registered mail;
 - e) fail to return to work upon termination of a leave of absence, vacation or disciplinary suspension without reason satisfactory to the Employer;
 - f) utilize a leave of absence, without permission, for purposes other than that for which the leave was granted;
 - g) fail to report for duty for three (3) consecutive scheduled days without notifying the Hospital or furnishing a satisfactory reason for such excessive absence.

Probationary Employees

11.06 After completion of the probationary period as defined in Article 11.01, such employees shall be considered permanent employees of the Employer and shall appear on the seniority list as of the date of employment.

11.07 The Employer may discipline or discharge any new employee who has not completed their probationary period and such action shall not be subject to the grievance or arbitration procedure.

11.08 Probationary employees shall not have any seniority rights and may be discharged without cause and such discharge shall not be subject to the grievance procedure, unless such discharge is discriminatory, arbitrary or bad faith.

11.09 The Union and the Hospital will conduct a lottery when two or more employees are hired on the same date.

11.10 Transfer and Seniority Outside the Bargaining Unit

It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent and such assignment shall not exceed three (3) months. This period may be extended by mutual agreement between the Hospital and the Union. Such employees on temporary assignment shall remain members of the bargaining unit and their seniority status will be mutually agreed upon between the Hospital and the Union through a Letter of Understanding.

11.11 Term Certain Employees

(a) Term certain appointments to replace an employee on leave or to perform a special non-recurring task, or any other work of a temporary nature, which are expected to be for periods of up to twelve (12) months (except in the case of a pregnancy/parental leave, in which case it shall be for up to eighteen (18) months), shall first be posted in accordance with the regular job posting provisions. The initial vacancy will be posted and other full or part-time employees may apply. At the expiration of the term, the employee will be returned to their former position.

(b) An individual hired into a term certain appointment shall be treated as a regular employee and covered by the provisions of the Collective Agreement with the exception that at the expiration of their term certain appointment, they will be laid off and shall not have the right to displace any other employee in the bargaining unit, but shall maintain the right to be re-hired at the sole discretion of the Employer.

(c) Similarly, subsequent vacancies will be posted in accordance with the Collective Agreement.

(d) The Hospital will notify the Union should any term certain appointment be extended, provided however that an extension beyond twelve (12) months (with

the exception of a pregnancy/parental leave) shall be mutual agreement between the parties.

(e)The Union will be notified in writing by the Hospital whenever an employee has been hired into a term certain position within the bargaining unit.

ARTICLE 12 - LAYOFF AND RECALL

Cancellation of Shifts

12.01 Where the Hospital deems it necessary to reduce the work force on a shift by shift basis, employees so affected will be given sixteen (16) hours' notice. Employees may elect to take a day off without pay, take a vacation day or take other earned time. If no such election is made, the affected employees shall have the right to displace the most junior employee, within their department and on the affected shift, provided that they are qualified to do the work when their shift (or part thereof) is cancelled by the Hospital. It is understood and agreed that part time employee shifts shall be cancelled before full time employees on a shift by shift basis and only in those instances when there are no part time employees that can be cancelled will full time employees be cancelled;

12.02 Where the Hospital is unable to give sixteen (16) hours of notice, the affected employee shall be paid four (4) hours at their straight time hourly rate for the shift in question.

Short Term Layoff

12.03 Any layoff that will last thirteen (13) weeks or less is considered a short-term layoff. Where the work force within a department is reduced by the Hospital, probationary employees within the affected job classification shall be laid off first. Then, the hours of any temporary employee in the classification shall be reduced, and, if more reductions are deemed necessary, the least senior employee in the job classification will be next laid-off. Departmental seniority shall prevail in the layoff and recalling of employees.

12.04 In the event of a layoff, the Hospital agrees to meet with the Union to discuss proposals to minimize the effect on the bargaining unit employees and alternative measures. Such alternative measures may include early retirement options and severance packages for employees not eligible for early retirement under H.O.O.P.P. The Hospital will provide sufficient details and allow a reasonable time of approximately four (4) weeks for the Union to consider options before any layoff notices are issued.

12.05 Notices of layoffs shall be in accordance with the statutory provisions of the Employment Standards Act of the Province of Ontario.

12.06 No new employees will be hired in an employee's classification until those laid off with seniority in that classification have been given an opportunity of recall.

12.07 Any conflict or grievance having to do with the observation or non-observation of seniority rules as herein set out may be referred to the grievance procedure starting at Step No. 2.

Permanent or Long Term Layoff

12.08 In the event of a lay off of a permanent or long term nature the Hospital shall:

- (i) Provide the Union with not less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) Provide the affected employee(s) with no less than four (4) months' written notice of layoff.

12.09 No full time employee within the bargaining unit shall be laid off by reason of their full time duties being assigned to one or more part time employees. No full time positions will be altered to create for more part time positions, unless by mutual agreement between the parties.

12.10 Benefits – Short and Long Term Layoff

The Employer's contributions to the benefit plan as outlined in Article 21, will continue for the month in which the layoff commences and the following month only. The employee will continue to be responsible for their share of the premiums.

12.11 (a) In the event of a layoff, a full time employee who is laid off shall:

- i. accept the layoff; or
- ii. displace another employee with less seniority in any other department provided they have the qualifications, skill and ability to perform the work.

(b) A part time employee who is laid off shall:

- i. accept the layoff; or
- ii. displace another employee with less seniority in any other department provided they have the qualifications, skill and ability to perform the work.

12.12 Employees shall be recalled from layoff in reverse order to the layoff procedure provided above.

ARTICLE 13 - JOB POSTING AND VACANCIES

Job Postings

13.01 When vacancies occur or new jobs are created within the scope of the Bargaining Unit, the Employer shall post all such vacancies or new jobs on bulletin boards where all employees may see them and they shall remain posted for five (5) working days, exclusive of Saturdays, Sundays, and statutory holidays.

13.02 Employees with seniority shall have the right to bid on such vacancies and new jobs and they shall be filled from applications received on the basis of seniority provided such applicants possess the required qualifications, are able to perform the normal requirements of the job without training other than orientation

13.03 When a new position appropriately covered by this Agreement is established notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute shall be submitted to Arbitration when one of the parties so requests. The salary shall be retroactive to the time the position was first filled.

Temporary Vacancies

13.04 Where a position is temporarily vacant, and it may reasonably be anticipated that the position will be vacant for a period of four (4) weeks or less, the Employer will fill such vacancies at its discretion. Where a position is temporarily vacant, and it may reasonably be anticipated that this position will be vacant for a period of more than four (4) weeks, the Employer will post the position and select applicants as per Article 13.

13.05 All part time employees will be eligible to apply for such postings and even if the temporary position is full time, the successful applicant will retain part time status while filling a temporary vacancy, continue to receive part time benefits and revert to the former status when the temporary vacancy assignment position is completed. Should there be no qualified applicants, or no applicants, the Hospital may hire an outside employee to fill the temporary vacancy.

13.06 a) While filling such vacancy, an outside employee will not accumulate seniority or be entitled to any Hospital benefits (other than salary as called for by this Agreement) for the period of employment which shall not exceed twelve (12) months, or, in the case of pregnancy/parental leave, eighteen (18) months, and when the specified period for which they are employed ends, an outside employee's employment shall automatically terminate without recourse to the grievance procedure.

b) If such period of employment continues for more than twelve (12) months, or, in the case of pregnancy/parental leave, more than eighteen (18) months, the employee will be credited with seniority and will receive other benefits called for by this agreement retroactive to the date on which they were employed to fill such vacancy.

c) If a person is employed to fill a vacancy for a specified period of time and at its expiration is kept on to fill another vacancy for a specified period of time, the twelve (12) month period referred to in paragraph (b), or eighteen (18) month period as applicable, shall commence to run from the beginning of employment to fill the first vacancy.

ARTICLE 14 - JOB TRANSFERS

14.01 a) When a regular part-time employee or an unscheduled employee within the Bargaining Unit transfers to the full time staff without a break in service, such employee shall receive seniority equivalent to the ratio of the number of shifts worked compared to a full time employee.

- b) When a full time employee within the bargaining unit transfers to the part-time staff, such employee shall carry with them the seniority to which they were entitled at the time of transfer and the salary rate shall be at the same increment level, if
 - (i) the employee is transferring to regular part-time staff;
 - (ii) the employee's service with the Employer is continuous without a break in service at the time of transfer.

14.02 Trial Period

The successful applicant will be placed on a trial period, which shall be fifty (50) days actually worked for a full-time employee and, for a part-time employee, three hundred and seventy-five (375) hours actually worked or four (4) months, whichever comes first. The Hospital shall not curtail the trial period without just cause before it has run its full course. Conditional upon satisfactory service, the employee shall be declared permanent after the period as specified above. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary, without loss of seniority.

It is mutually agreed that within twenty-five (25) days actually worked for a full-time employee and, for a part-time employee, one hundred and eighty-seven and one-half (187 1/2) hours actually worked or two (2) months, whichever comes first, an evaluation will be made of the transferred employee so the Hospital can assess the employee's performance in the new position. The employee shall be made aware of any deficiencies in their performance, at which point the employee may exercise their right to return to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 15 - HOURS OF WORK, OVERTIME AND SCHEDULING

Article 15.01 – Hours of Work

- a) It is agreed that the normal and recognized tour of duty shall be composed of seven and one-half (7 1/2) consecutive hours per day and one half (1/2) hour unpaid lunch period and there shall be a fifteen (15) minute rest period during each half of a full shift worked, at times designated by the Employer. When the Employer requires that an employee remain on the premises during the unpaid lunch period, the employee shall be paid for this period at the employee's regular rate of pay.
- b) Twelve hour shifts - For the efficient operation of the Hospital and generally accepted practice for R.R.T schedules, the parties agree to utilize a combination of twelve (12) hour shifts (11.25 hours paid) during the weekday (0800-2000hrs) or eight (8) hour shifts (7.5 hours paid) weekends and statutory holidays and occasional four hour shifts (for balancing purposes) to schedule R.R.Ts. During a twelve (12) hour shift, four (4) break times are provided; three 15-minute paid breaks and one

45-minute unpaid break. The 11.25 hours worked during a twelve hour shift will be compensated at straight time and no shift premium is payable.

- c) For better utilization of resources and availability of service as well as some staffs desire to work four longer days per week, the parties agree that certain selected and agreed to positions will be scheduled as 3 days per week at 10 hours per day, and one day at 9.5 hours per day. The standard, two 15 minute paid breaks and one, half hour unpaid break may be taken by the employee. The 9.5 hours or 9 hours (for a total of 37.5 hours per week) will be compensated at straight time and no shift premium is payable.

Part time employees replacing a full time employee's 10 hour shift will be entitled to work the 10 hour shift.

Either party can terminate this 10 hour schedule, without showing cause, by giving the other not less than 4 weeks notice of intention to do so and such change will then be made at the beginning of the next four week scheduling cycle.

- d) An occasional loss of a rest period due to an emergency or circumstance beyond the control of the Employer will not entitle an employee to equivalent time off or remuneration for the rest period lost. Where an employee misses a lunch break as a result of work load, the employee must submit a claim for this additional work. With the approval of the Manager, rest periods and the lunch break may be combined.
- e) For hours worked on a weekend, the weekend premium is payable.

15.02 Scheduling

- a) Annually, the Hospital will post days on which a new schedule will be posted. Each new schedule will cover a four (4) week period, except the Christmas/New Year schedule which will cover a six (6) weeks period. Schedules will be posted two (2) weeks in advance of the period of time the schedule covers. Request for specific days off are to be submitted in writing at least two (2) weeks in advance of the posting date.
- b) The Hospital agrees that employees will be allowed to exchange scheduled days with another equally qualified employee if such a request is made in writing, is mutually agreeable and upon reasonable notice. Should an employee submit a request to exchange shifts, the Employer will advise of its approval within a minimum of forty-eight (48) hours. Where the shift change is presented on a Friday, such reply will be given not later than 1500 hours on Monday, excluding holiday. In any event, it is understood that any changes in schedule initiated by the employee shall not result in overtime compensation or payment.
- c) In order to accommodate scheduling requirements, the Employer may engage unscheduled part time employees. These employees will earn seniority and receive the part time benefits. In order to maintain competency and familiarity with

processes, unscheduled part time employees may be required to work up to one (1) day per month. Regular part time hours may be displaced on a rotational basis to accommodate this if no other hours are available. Where applicable, the unscheduled part time employees are also required to maintain the current registration.

All unscheduled part time employees will submit to their Supervisor, on a monthly basis, a list of tours available to work. This availability shall be submitted two (2) weeks prior to the schedule being posted and shall cover the four (4) weeks covered by the schedule. This is in no way to be construed as a commitment. If not submitted, the unscheduled part time employee will not be called for work. Unscheduled part time employees will be removed from the seniority list if they have not worked in the previous three (3) months.

- d) Christmas schedule: The scheduling of work during the holiday period will be on a rotational basis using two blocks (Christmas Eve, Christmas Day, and Boxing Day being block one, and New Year's Eve and New Year's Day being block two). In so far as possible, if an employee is scheduled to work the Christmas Block, they can expect to be scheduled off the New Year's block of the same holiday period and can expect to be scheduled off the Christmas block the following year. The same will hold true with the New Year's block if they are scheduled to work the New Year's Block they will be scheduled off the Christmas block of the same holiday and can expect to be scheduled off the New Year's block of the following year.

All qualified employees will be included in the scheduling rotation as equally and fairly as possible and employees must be available to work any scheduled shifts in an assigned block. Employees may be expected to work more than one shift in a block.

The master schedule for regular part time employees shall be suspended around the Christmas holiday to allow equalization of hours during this time. It will be suspended from the first day of the pay period immediately prior to Christmas Day and will continue to the last day of the pay period following New Year's Day.

The Employer shall provide at least four (4) consecutive days off at Christmas or New Year's. Employees shall rotate their days off between Christmas and New Year's every year unless the parties agree in writing otherwise.

- e) Part-time employees undertake to work at least five (5) days in a pay-period if required, but this does not constitute a guarantee by the Hospital that all part-time employees will be given five (5) days' work in a pay period.
- f) Allocation of shifts over and above the master schedule shall be by rotational seniority for regular part time at the time of posting the schedule. Shifts that cannot be accommodated will be offered to unscheduled part time, while overtime shifts will be allocated by seniority.

- g) Regular part time employees are entitled to receive an equal share of hours on the Master Schedule. An employee has an option to request fewer regularly scheduled hours and such request will not be unreasonably withheld.
- h) The master schedule as developed by management and employees and presently in effect will be utilized but may be changed with agreement from both Management and the Union.

Article 15.03 - Overtime

- a) If an employee is required to work in excess of their regular scheduled shift and in excess of 7.5 hours (exclusive of daily ½ hour lunch periods) they will be paid at time and one half the basic straight time hourly rate for the additional hours unless it is at the request of the employee.
- b) The Employer agrees that the employee shall not be scheduled to work more than six (6) consecutive days without being paid overtime for the seventh and subsequent consecutive days so worked unless such day is worked at the request of the employee.
- c) No employee shall be scheduled to work more than two (2) consecutive weekends unless otherwise agreed.
- d) A period of at least fourteen (14) consecutive hours shall be scheduled between each tour of duty or between changes of shifts except where an employee agrees to a shorter period of time. This time is exclusive of time worked as a result of call-in due to being on standby duty or when scheduled shifts are greater than eight (8) hours in duration, in accordance with this Agreement. Failure to provide at least fourteen (14) hours' rest between shifts in all other circumstances shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- e) Employees shall not be required to take time off in lieu of overtime unless the employee concerned so requests and arrangement is made for such time off at a time convenient to the employee and the Employer. However, it is understood and agreed between the parties, that when employees request to bank such time, the maximum accumulation of such hours shall not exceed the equivalent of seven (7) days. In the last payroll of March of each fiscal year, the Employer will pay out each employee's accumulated banked lieu time. In addition, any lieu time earned in excess of the maximums provided for within this Article shall be paid out in the payroll immediately following the accumulation.
- f) Except in the case of a change in scheduled time off being arranged at the request of an employee as set out in Article 15.02 (a), any work performed during a full time employee's scheduled time off shall be paid for at time and one-half of the employee's basic straight time hourly rate of pay.

ARTICLE 16 - OTHER PREMIUMS

Shift Premium

16.01 Employees shall receive a shift premium of \$1.95 per hour for each hour worked during the evening shift.

Employees shall receive a shift premium of \$2.35 per hour for each hour worked on the night shift, but not if the employee is receiving premium based on scheduling provisions.

Weekend Premium

16.02 The Employee shall receive a week-end premium of \$2.50 per hour for each hour worked between Friday midnight to midnight Sunday, but not if the employee is receiving premium based on scheduling provisions.

Stand-by Pay

16.03 When an employee in the Bargaining Unit is required to stay on stand-by duty, the Employer agrees to pay \$3.30 per hour and where a standby occurs on a paid holiday, the rate shall be \$4.90. Stand-by pay is not payable when the employee is called into work during stand-by duties nor for the four (4) hours for which an employee receives pay as per Article 16.04. It is understood that an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight (8) hour period on standby, even if called back to work. Insofar as it is practical to do so, the Employer will allocate regular stand-by duty on a rotational basis.

Call Back from Stand-by

16.04 If an employee on stand-by is called in to work and reports for work, they shall receive four (4) hours at time and one half their regular straight time rate of pay for such call in. It is understood that, if such an employee is requested to perform urgent work other than that for which they were called in, and if such request is made prior to the employee signing out, such request shall not constitute an additional call. Furthermore, if the call back precedes a scheduled shift, the employee will be paid one and one half their straight rate of pay up to the commencement of their scheduled shift. The Employer will endeavour to inform the employee of the task required when called.

In the event that an employee is called back to work within four (4) hours of the first call-in, the four (4) hour time shall reset and the employee will continue to be paid one and one-half their straight time of pay up to the commencement of her scheduled shift.

The Hospital will grant a reasonable rest period between the end of a call back and commencement of the next regularly scheduled shift. In any event RRT will maintain their earnings for that full shift.

16.05 The Employer agrees to pay the full cost of providing an electronic device for the use of members of the bargaining unit required to stay on stand-by duty. An employee will

have the option of providing their own phone number and will be compensated \$12.00 bi-weekly for those weeks for which the employee is required to be on stand-by duty.

Call-in Pay

16.06 Employees who report for work, for which they are scheduled, but for whom no work is available, shall be paid a minimum of four (4) hours' time at their regular rate. Employees who are not scheduled but are called to work will receive a minimum recompense of four (4) hours at the regular rate or applicable overtime pay as per 15.03.

The Hospital will grant a reasonable rest period between the end of a call in and commencement of the next regularly scheduled shift. In any event RRT will maintain their earnings for that full day.

16.07 The parties agree that call in shall be offered by seniority.

Responsibility Premium

16.08 A Pharmacy Technician, Medical Radiation Technologist/Medical Laboratory Technologist/Registered Respiratory Therapist may be designated as the Technologist responsible for daily quality control procedures and carrying out of routine supervisory duties during the normal day shift Monday to Friday. An additional \$1.25 per hour responsibility premium will be paid to an employee so designated. The Hospital reserves the right to select the MRT, MLT, RRT, or Pharmacy Technician who will be designated in such circumstances.

Ambulance Escort

16.09 Notwithstanding any other Article of this Agreement, the following provisions shall apply to a Registered Respiratory Therapist (RRT) assigned to ambulance escort:

- a) Where an RRT performs ambulance escort/critical care duties during their regular shift, they shall be paid their regular rate of pay. An RRT shall return to work for the remainder of their shift upon completion of ambulance escort duties. Where ambulance escort duties exceed the scheduled shift, the appropriate overtime rate shall apply.
- b)
 - (i) Where a full time RRT performs such duties outside their regular shift or on a day off, they shall be paid the appropriate overtime rate for all hours worked, with no less than four (4) hours per escort at the regular straight time rate.
 - (ii) Where a part-time RRT is called in for the sole purpose of ambulance escort duties, they shall be paid at their regular straight time rate for all hours worked, (with a minimum guarantee of four (4) hours pay at straight time) or at the applicable premium rate triggered by other provision in this Agreement.

- c) The Hospital will grant a reasonable rest period between the end of an ambulance escort/critical care call in and commencement of the next regularly schedule shift. In any event, the RRT will maintain their earnings for that full shift.
- d) In addition to the pay for work referred to in this Article, an RRT shall be paid for all actual hours spent in return travel at the appropriate rate. It is understood that an RRT shall return at the earliest opportunity.
- e) An RRT shall be reimbursed for all reasonable and necessary out of pocket expenses, including room, board and transportation upon presentation of receipts.

In addition, consideration will be given to any special circumstances not dealt with under the foregoing provisions.

16.10 If the Employer formally assigns an employee the responsibility of supervising students or training one or more other employees, the Employer will pay each such employee a premium of \$0.70 per hour.

ARTICLE 17 - LEAVE OF ABSENCE

Personal Leave

17.01

- a) Leave of absence may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence. The granting of an employee's request for leave of absence shall not be unreasonably withheld. Requests for leave of absence shall be made in writing two (2) weeks in advance of commencement and shall specify the reason. This provision for advance notice shall be waived in cases of emergency.
- b) Where an employee takes emergency unpaid leave days provided for under E.S.A., such days will not count negatively in the employee's vacation calculation.
- c) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation.

Union Leaves

17.02

- a) Union business shall be considered good cause for leave of absence and an employee elected or selected to attend conventions, seminars, educational classes or other Union business shall be granted leave of absence. Such leave of absence shall not be longer than a two (2) week period and will not be requested on more than two (2) occasions in any one (1) calendar year. Under special circumstances these limitation may be relaxed.
- b) It is agreed that the Union shall not request leave of absence for more than two (2) employees at one time, and that the Union shall send a written request two (2) weeks in advance of the commencement of such leave of absence. It is further

agreed that two (2) employees from the same department shall not be on leave of absence for Union business at the same time.

- c) An employee who is elected or selected for a full time position with the Union shall be granted leave of absence without payor any benefits but without loss of seniority for a period of up to three years. Such leave may be further extended by mutual agreement of both parties.
- d) While on short term Union Leaves, the employee will continue to be compensated and receive benefits from the Hospital and all such costs shall be invoiced to the union.

Education Leaves

17.03 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid 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 year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be two (2) from the combined full time and part time bargaining units. The year of purposes of the program shall be September 2 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 Union and the Hospital.
- (d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty (20) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them 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 they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The employees 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 Administrator. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (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 a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour 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 as much notice as is reasonably possible. 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 them 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 they 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 shall include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 17.03 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.

- (iii) The manner in which the deferred salary is to be held.

Skills Upgrade

17.04

- a) Where a College or a Registration body requires re-certification, skills upgrade or education credits, meeting such requirements are the employee's responsibility.
- b) Where an employee is required by the Hospital to upgrade skill or acquire new skills all direct costs associates with such training will be reimbursed by the Hospital upon successful completion. Any books and other teaching aids paid for by the Hospital, will remain the property of the Hospital.
- c) Where an employee wishes to attend a scientific meeting, professional association's annual convention or other gatherings, the cost of such attendance may be shared between the employee and the Hospital and will be determined on a case by case bases without prejudice.

Bereavement Leaves

17.05 Bereavement Leave will be granted to full time employees as per the following in consecutive days following the death, or for consecutive days including the day of the funeral, or for consecutive days including the date of a memorial service without loss of their regular pay.

- a) Five (5) days leave will be granted for:
 - i. Spouse (includes husband or wife, common law husband or wife, or same sex partner)
 - ii. Child (includes son or daughter, stepson or stepdaughter, legally adopted son or daughter, or legal guardian of).
 - iii. Parent (includes mother or father.

In the event of a death in the immediate family (as noted above) outside the North American continent, the employee will be given one (1) day off with pay, provided however, that the employee will be entitled to five (5) days leave of absence without loss of their regular pay, if the employee travels to the country where the death occurred within two (2) weeks of that death.

- b) Three (3) days leave will be granted for:
 - i. Son-in-law or daughter-in-law.
 - ii. Grandparent (includes grandfather or grandmother, spouse's grandfather or grandmother).
 - iii. Brother or sister (includes stepbrother or stepsister, half-brother or half-sister).
 - iv. Brother-in-law or sister-in-law (spouse's sibling, sibling's spouse).
 - v. Grandchild.

In the event of a death in the immediate family (as noted above) outside the North American continent, the employee will be given one (1) day off with pay, provided however, that the employee will be entitled to three (3) days leave of absence without loss of their regular pay, if the employee travels to the country where the death occurred within two (2) weeks of that death.

- c) One (1) day leave will be granted for:
 - i. Aunt, uncle, niece or nephew (includes aunt, uncle, niece or nephew of spouse).
- d) Part time employees will receive the same allotment of days off but will be paid only for the pre-scheduled days during such a leave.
- e) In order to qualify for the foregoing bereavement leave an employee may be required to supply proof of death satisfactory to the Employer. Such days off with pay must be requested and used by the employee for the purpose of attending such deceased funeral or making necessary arrangements.
- f) It is understood that if an employee has been granted a bereavement leave of absence in accordance with sub-article 17.01 a), b), c), d) above, and that the employee is on vacation leave, the bereavement leave shall displace the vacation leave and the employee will take the displaced vacation at another time mutually agreed by both parties. If on a sick leave, the date of bereavement leave will not be charged against the employee's short term portion of sick leave.
- g) Should an employee require additional time off for Compassionate Leave, they may apply for an unpaid leave of absence. The Hospital shall consider all requests and shall be reasonable in granting of the leave.

Jury Duty

17.06 Employees who are called to serve as jurors or who are required as witnesses in a Hospital related case or who are subpoenaed as witnesses in criminal or civil courts shall be granted leave of absence for such purposes without loss of any rights within this Agreement. Normal pay will be issued on receipt of a certificate from the Court showing the period of their jury or witness service and they shall deposit this certificate with the full amount of compensation, but not including meals and traveling allowances, with the Hospital Business Office.

Pregnancy and Parental Leave

17.07 Pregnancy and Parental leave will be granted in accordance with the provisions of the Employment Standards Act, 2000 for Ontario, as amended.

a) Pregnancy Leave

- (i) An employee who is pregnant shall be entitled, upon application, to leave of absence without pay unless their due date falls fewer than thirteen (13) weeks after they commenced employment. Pregnancy leave shall be granted for seventeen (17)

weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date and no later than the earlier of their due date and the day on which they give birth. The Employer may request a certificate from a legally qualified medical practitioner, stating the due date.

The employee shall give the Employer at least two (2) weeks notice in writing prior to the day upon which they intend to commence their leave of absence. If there are complications, a written notice is to be given within two (2) weeks of stopping work. If no return to work date is provided, seventeen (17) weeks is assumed. The employee must give the Employer at least four (4) weeks written notice to change the return to work date or to advise the Employer with intent not to return to work. The employee shall reconfirm their intention to return to work on the date originally provided to the Hospital by written notification received by the Hospital at least two (2) weeks in advance thereof.

Additional leave of absence may be taken under Article 17.07 b): Parental Leave.

- (ii) The employee may, upon giving the Employer four (4) weeks written notice to return to work, shorten the duration of the leave of absence requested under this Article. However, the Employer must be furnished with a certificate of a legally qualified medical practitioner stating that they are able to resume their work if the employee is requesting to return to work less than six (6) months from their date of delivery.
- (iii) Notwithstanding Article a) (i) above, an employee must complete ten (10) months of continuous service prior to the expected birth date to be paid a supplemental unemployment insurance benefit.

Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave who is in receipt of Employment Insurance pregnancy benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. 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. Such payment shall commence following completion of the one (1) 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.

b) Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of a child or the date

the child first came into care or custody of the employee, shall be entitled to parental leave including same sex couples.

- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) An employee may begin parental leave no later than (52) weeks after the birth of the child or the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to (35) weeks for birth mothers who take pregnancy leave and (37) weeks for all other parents.
- (iv) An employee wishing to take parental leave shall give the Employer written notice at least two (2) weeks before the day the leave is to begin. If no return to work date is specified, the Employer will assume 35 or 37 weeks will be taken. If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected, the employee's parental leave begins on the day they stop working; and the employee must give the Employer written notice that they are taking parental leave within two (2) weeks after stopping work.
- (v) The employee must give the Employer at least four (4) weeks written notice to change the return to work date or to advise the Employer with an intent not to return to work. The employee shall reconfirm their intention to return to work on the date originally provided to the Hospital by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (vi) Notwithstanding Article b) (i) above, a full time or part time employee must complete ten (10) months of continuous service prior to the commencement of parental leave to be paid a supplemental unemployment insurance benefit.

Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee commencing parental leave who is in receipt of Employment Insurance parental benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. 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. Such payment shall commence following completion of the one (1) 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 fifteen (15) weeks.

c) Adoption Leave

- (i) Where an employee with at least thirteen (13) weeks of continuous service legally adopts a child, such employee shall be entitled to a leave of absence, without pay, for a period of up to thirty-seven weeks' duration, consideration being given to any requirements of adoption authorities. The employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption 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 the 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.
- (ii) The employee shall be reinstated to their former position unless their former position has been discontinued, in which case they shall be given a comparable job.
- (iii) Employees newly hired to replace employees who are on approved adoption leave may be released and such release shall not be subject of a grievance or arbitration. If retained by the Hospital, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period.

d) Rights During Pregnancy and Parental Leaves

- (i) Seniority and service will continue to accrue for both full and part time employees during the period of leave to a maximum of seventy-eight (78) weeks and the Employer shall continue to make the Employer's contributions for any pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions.
- (ii) A part-time employee shall accumulate service and seniority during the period of leave to a maximum of seventy-eight (78) weeks on the basis of the employee's average hours of work prior to the commencement of the leave.
- (iii) The employee does not have any vested right except to receive payments for the covered Employment Insurance period. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan
- (iv) When the employee returns to work, they shall be reinstated to their former position, if available. When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to their employment or to alternate work, with at least as much pay as was earned prior to the leave, in accordance with the Employment Standards Act and the established seniority system at the time the leave of absence began.

ARTICLE 18 - SICK LEAVE AND DISABILITY PROTECTION

18.01 The purpose of the sick leave plan and benefits is to protect employees against loss of income when they are legitimately ill. Part time employees are paid a percentage in lieu of this benefit and are not entitled to the provisions below. The following sick leave and disability protection applies to full time employees and the benefits are dependent on the length of fulltime service.

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Hospitals of Ontario Income Plan Brochure. The income protection under the short-term portion of 15 weeks is governed by the amount of service for each employee covered as follows:

less than 3 months	no sick benefit
3 months but less than 1 year of service	66 2/3 of regular pay
1 year but less than 2 years of service	70% of regular pay
2 years but less than 3 years of service	80% of regular pay
3 years but less than 4 years of service	90% of regular pay
4 years or more of service	100% of regular pay

- b) The protection for weeks 16 to 30 weeks is the sole responsibility of the Employment Insurance System.
- c) The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (H.O.OD.I.P.) or an equivalent plan as described in the August, 1992 booklet (part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the disability program, employees on the payroll as of the effective date will have their current service with the Hospital recognized for coverage under the Short Term and Long Term portion of the Plan.
- d) The Employer agrees to pay the appropriate sick pay for the first two (2) days of the fourth and subsequent period of total disability in the same calendar year.

Long Term Disability payments commencing upon completion of the Employment Insurance coverage (up to retirement or age 65) will be based on amount of service for each employee covered as follows:

more than 6 months but less than 20 years of service	65% of regular monthly earnings
20 years but less than 30 years of service	70 % of regular monthly earnings
30 years or more of service	75 % of regular monthly earnings

18.02 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.

- 18.03 The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for two (2) days or more. However, if during the calendar year an employee has been absent from duty on three (3) separate occasions of one or two days duration, the Employer at its discretion, may require the production of a medical certificate regardless of the length of subsequent absences. All medical certificates/doctor's notes required from employees by the Hospital for the purposes of employment shall be paid for by the Hospital.
- 18.04 Employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled to work. When this is not possible, employees will schedule such appointment in such a manner so as to minimize the disruption to their work schedule and must provide advance notice to the Employer and must return to work for the balance of their shift, as soon as practical.
- 18.05 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 (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits they would receive from the Workplace Safety and Insurance Board if their claim was approved, or the benefits to which they would be entitled under the short term sick portion of the disability income plan. Payment will be provided 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 Workplace Safety and Insurance Board. If the claim is not approved, the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the short term disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 18.06 The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes. Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 18, including H.O.O.D.I.P. and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.
- 18.07 The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting of the benefit improvements contained in this agreement.
- 18.08 A copy of the current H.O.O.D.I.P. plan text or, where applicable, the master policy of the current H.O.O.D.I.P. equivalent shall be provided to the Union.
- 18.09 Employees will attempt when possible to give three (3) business days' notice of their return to work to their designated supervisor after an extended illness or injury that exceeds six (6) weeks and/or requires modified duties.

18.10 Employees will make every reasonable effort to schedule medical specialist appointments at times when they are otherwise not scheduled to work. When this is not possible, employees will schedule such appointments in such a manner as to minimize the disruption to their normal work schedule and must provide reasonable notice to the Employer and return to work for the balance of their shifts as soon as practical.

Subject to the above, employees shall be entitled to use sick days/hours for such appointments to a maximum of three (3) occurrences per year. This time shall not be applied to the attendance awareness program.

The Employer may request proof of such specialist appointment (i.e. confirmation of the appointment) to be submitted to the Occupational Health Nurse.

ARTICLE 19 - STATUTORY AND CIVIC HOLIDAYS

19.01 Each full time employee shall be paid seven and one-half (7 1/2) hours' pay at their regular daily rate for each of the following days:

The following shall be recognized as Statutory and Civic Holidays

New Year's Day	Labour Day
Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday
Family Day	First Monday in June

Full time employees will receive straight time pay for these days.

19.02 If a full time employee is scheduled to work on a paid holiday and actually works, they may elect either:

- a) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2) times their normal straight time rate of pay plus their normal straight time pay or;
- b) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2) times their normal rate of pay plus an alternative day off at regular pay. (Such day shall be given by the Employer on a day mutually agreeable to the Employer and the employee within four (4) weeks after the holiday.)

If a part time employee works on a paid holiday, they will be paid for all hours worked on such day at the rate of one and one-half (1½) times their normal straight time rate of pay

19.03 To qualify for such holiday pay, the employee must have worked their last regularly scheduled work day prior to such holiday. Provided, however, that if the scheduled work

days referred to in this paragraph are not worked because of illness or injury, the employee shall still qualify for such holiday's pay. The employee may be required to provide proof of such illness. New full time employees have their holiday prorated if they work less than 20 days prior to the holiday.

- 19.04 In the event of a holiday as specified in this article falling within an employee's vacation period, the holiday will be recorded as taken and the vacation period may be extended by one day.
- 19.05 In the event of a holiday as specified in this article falls during an employee's sick leave, the employee will be entitled to full regular wages for that day. Where disability coverage provides for less than 100% of regular wages, the Hospital will top up the difference in the first pay period after the employee returns to work. There shall be no pyramiding of sick pay and holiday pay.
- 19.06 When any of the above holidays fall on a Saturday or Sunday, but are proclaimed by the Government of Canada or the Government of Ontario as being observed on some other day, that proclaimed day shall be deemed to be the holiday for the purpose of this Agreement instead day upon which the holiday actually falls.
- 19.07 In the event that an employee full time or part time is required to perform work on a recognized paid holiday for more than one shift of eight (8) hours, (inclusive of one half-hour lunch period) the employee shall be paid two times their normal rate of pay for all such overtime hours worked.

ARTICLE 20 - VACATIONS

- 20.01 For the purpose of calculating vacation entitlement, the vacation year shall be deemed to commence April 1 of each year and end March 31 of the following year.
- 20.02 Employees will have their vacation entitlement determined on the basis of amount (accumulated time) of service with the Hospital as at March 31 each year.

"Service with the Hospital" for full time employees will accumulate when:

- (i) an employee is at work, on a scheduled day off, vacation and/or holiday during an approved personal or Union leave of 30 days or less;
 - (ii) during any Hospital paid leave;
 - (iii) during a maternity/pregnancy leave of 18 months or less;
 - (iv) during a "layoff" for a maximum of 24 months;
 - (v) an employee is absent from work due to employee's illness or injury for a maximum of 30 months; or
 - (vi) an employee is absent from work and the injury is compensable by WSIB to a maximum of 30 months.
- a) i) An employee who is not classified as a Registered Technologist and who has less than one (1) year of service with the Hospital as of March 31st in any year shall receive the

same proportion of two (2) weeks vacation as their period of service bears to a regular one (1) year of service.

ii) An employee who is classified as a Registered Technologist and who has less than one (1) year of service with the Hospital as of March 31st in any year shall receive the same proportion of three (3) weeks' vacation as their period of service bears to a regular one (1) year of service.

- b) As of March 31 in each year, an employee who has accumulated one (1) year of service with the Hospital shall receive three (3) weeks' vacation and applicable vacation pay.
- c) As of March 31 in each year, an employee who has accumulated three (3) years of service with the Hospital shall received four (4) weeks' vacation and applicable vacation pay.
- d) As of March 31 in each year, an employee who has accumulated twelve (12) years with the Hospital shall receive five (5) weeks' vacation and applicable vacation pay.
- e) As of March 31 in each year, an employee who has accumulated twenty-one (21) years with the Hospital shall receive six (6) weeks' vacation and applicable vacation pay.
- f) As of March 31 in each year, an employee who has accumulated twenty-seven (27) years with the Hospital shall receive seven (7) weeks' vacation and applicable vacation pay.
- 20.03 Effect of absence on vacation pay will occur where the employee works less that 1525 hours in a vacation year and the vacation pay will be reduced/prorated. The applicable vacation pay will be calculated by dividing the "total hours paid by the Hospital" by 1950 hours, multiplied by that employee's vacation entitlement. The employee is however allowed to take the entire vacation entitlement as vacation time off.
- 20.04 For part-time employees, service with the Hospital is based on all hours worked. For conversion purposes and vacation entitlement 1650 hours of part-time equals one year of full time service and vice-versa.
- 20.05 Accumulated service with the Hospital will be published every six (6) months as part of the "Seniority List".
- 20.06 Part time employees will receive vacation pay bi-weekly, based on their full time equivalent and gross earnings (excluding % in lieu of benefits) as follows:
- 4% if employee's accumulated service is 1 year or less and if the employee is classified below a Registered Technologist.
 - 6% if employee's accumulated service is less than 1 year and if the employee is classified as a Registered Technologist
 - 6% if employee accumulates service is less than 3 years.

- 8% if employee's accumulated service is less than 12 years.
- 10% if employee's accumulated service is less than 21 years.
- 12% if employee's accumulated service is more than 21 years.
- 14% if employee's accumulated service is more than 27 years.

20.07 For purposes of granting vacation each employee, by seniority, shall make one choice of a vacation period to a maximum of three (3) consecutive weeks from April 1 to the following March 31. After each employee has made their first choice then each employee, by seniority, may choose remaining vacation time if desired. Any vacation requests after this period of first and second choices will be granted on a basis of first come first serve. Under special circumstances, on occasion, but not on a regular basis, up to five (5) weeks may be granted by special request during the period of initial vacation choices. Employees must submit the request of their first choice of vacation by February 1 and same will be approved by February 15 and submit second choice of vacation by February 28 and same will be approved by March 15. In the circumstance whereby a choice is unable to be granted, the employee shall have the option of selecting an alternate choice or retaining the original request with an understanding that the choice may be approved at a future date, as scheduling permits. Requests for non-consecutive single days will be treated as individual requests.

Employees will not be permitted by the Employer to schedule vacations during the period of December 20 to January 5. Requests for time off during the period of December 20 to January 5 may be granted for personal reasons at the sole discretion of the Employer and will not be unreasonably denied.

20.08 Employees shall have the right to split their vacation entitlement in periods of one (1) week or more, and employees are able to take two (2) weeks' vacation in blocks of one (1) day or more.

20.09 An employee who becomes ill or is injured immediately prior to the commencement of their scheduled vacation, will be permitted to cancel such vacation and to reschedule it at a time mutually convenient to the employee and Employer. In rescheduling any such vacation, the employee will not be allowed to displace an employee with less seniority whose vacation time has already been determined.

20.10 Where employees follow a master rotation schedule, if an employee's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Employees will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation.

ARTICLE 21 - HEALTH AND INSURED BENEFITS

21.01 OHIP - The Employer agrees to continue to pay the Employer Health Tax for all Bargaining Unit employees who belong to the Ontario Health Insurance Plan or One Hundred Per Cent (100%) of the billed single or family premium as it may apply.

- 21.02 Semi-Private - The Employer agrees to pay one hundred percent (100%) of the billed premium for Green Shield Semi-Private Plan for all full-time employees who have completed three (3) months of continuous service and who request coverage. It is understood that employees may choose single or family coverage at their request.
- 21.03 Group Life Insurance - The Employer agrees to pay 100% of the billed premium for all employees within the bargaining unit with Group Life Insurance Plan for a life insurance policy in the amount of (2) two times the employee's salary, rounded to the nearest Five Hundred Dollars (\$500.00).
- 21.04 Hospitals of Ontario Pension Plan - All full time and part time employees shall be subject to the enrolment requirements of the Hospitals of Ontario Pension Plan as it may be amended from time to time.
- 21.05 Dental Plan – The Employer agrees to pay seventy-five per cent (75%) of the billed premium (the employee paying 25%) for Green Shield Plan # 66, based on the current O.D.A. tariff in effect from time to time, for all full time employees who have completed three (3) months of continuous service and who request single or family coverage.
- Dental recall including preventative services every twelve (12) months with scaling capped at 8 units and no carry forward (effective April 1, 2010)
 - Complete and partial dentures rider, 50/50 co-insurance to \$1500 annual maximum
 - Crowns, Bridgework and repairs to same at 50/50 co-insurance to a \$1500 annual maximum
 - Orthodontics 50/50 co-insurance to \$1500 lifetime max.
- 21.06 Extended Health Care Plan - The Hospital agrees to pay 75%, and the employee agrees to pay 25% of the billed premium. for Green Shield Extended Health Care Plan for all full time employees who have completed three (3) months of continuous service and who request single or family coverage.

Benefits as per master plan, including:

- Vision \$400 every 24 months to cover aides and eye exams \$90 every 24 months
 - Massage 50/50 co-pay to annual max \$400
 - Audio \$200 lifetime max
 - Out of Province - one million dollars with conditions
 - Chiropractor \$15 per visit to an annual max \$325
 - Physiotherapy annual maximum \$750 per family member
 - Note: Should OHIP recommence coverage for these services, the premium supported insurance will cease.
- 21.07 Drug Plan - The Hospital agrees to pay 75% and the employee agrees to pay 25% of the billed premium for Green Shield Drug Plan "0" for all full time employees who have completed three (3) months of continuous service and who request single or family

coverage. Drug Plan annual deductible of \$22.50 for single and \$35.00 for family. Prescription drug dispensing fee is capped at \$9.00. The plan shall provide for mandatory generic selection (override with adverse reaction only) in accordance with the Green Shield Prepaid Services Inc. procedures.

21.08 During an employee's approved leave of absence, the Employer's contributions to the above plans will continue for the month in which the leave of absence commences and the month following and the employee will continue to be responsible for their share of the premiums.

21.09 Premium Paid During illness or Injury

The Employer agrees to continue to pay said premiums as described in all of this article on behalf of employees who are absent because of illness or injury for the first fifteen (15) weeks of such illness or injury. The employee will continue to be responsible for the payment of their share of the cost of the premiums for these benefits. Thereafter the employee may remain on the benefit plan for a further fifteen (15) weeks, but the whole premium costs are the responsibility of the employee. An employee on WSIB leave continues on the benefit plans for 30 months in total, paying their portion of the billed premiums.

21.10 A part time employee shall (after ten (10) weeks of employment) receive payment 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 health and welfare benefits, sick leave and disability, statutory and civic holidays pay, etc. save and except salary, vacation pay, standby, call back, reporting, responsibility allowance, bereavement leave, jury and witness duty and maternity supplemental unemployment benefit) an amount equal to 14% of their regular straight time hourly rate for all straight time hours worked. Vacation pay is not payable on percentage in lieu and/or maternity supplemental employment benefits. Where a part time employee meets the enrolment requirements of the pension plan and elects to join the pension plan the % in lieu of benefits payment will be reduced by 2%.

21.11 Where an employee is granted a lengthy unpaid leave of absence (personal, educational, other), the Hospital will continue to pay its share of the premium (except premiums for the Hospital of Ontario Pension Plan) for the month in which the leave commenced and the month following and the employee will continue to be responsible for the payment of their share of the premiums. Thereafter, the employee is responsible for the payment of all their cost of the premiums for all subsequent months.

21.12 In the event that any of the aforementioned coverage be changed by acts of legislation or by any other government regulations, the Employer agrees to pay the premiums to maintain the said or improved benefits to the extent it is compelled to do so by any such act or regulation.

21.13 Change of Carrier - The Hospital may substitute another carrier for any of the foregoing Plans, provided that the level of benefits conferred thereby are not decreased. The

Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

21.14 Benefits for Early Retirees

An employee who retires prior to age sixty-five (65) and is in receipt of HOOPP benefits, is entitled to remain on the Unifor Tech 5778 Benefit Plans provided by Green Shield covering; Dental, Extended Health, Drug and Semi private coverage, until age sixty-five (65). The participation in all four coverage is required. The billed premium for the above coverage will be shared seventy-five percent (75%) paid by the Hospital and twenty-five percent (25%) paid by the retired employee. The retired employees will at all times have three post-dated cheques on file with the Hospital. Should an employee elect not to continue their participation or later opt out of this coverage, the employee cannot rejoin the plan at any future date.

21.15 Current Unifor employees who are over the age of 65 and still actively at work will be provided with the following:

- (a) Extended Health Benefits (including drug prescription plan, vision care, and hearing aids);
- (b) Semi private;
- (c) Dental; and
- (d) Life insurance, which insurance amount shall be reduced by 50%.

Such benefits will cease when the employee reaches age 70 or upon retirement, whichever occurs first.

ARTICLE 22 - OTHER BENEFITS

Protective Clothing

22.01 The Employer agrees to supply employees within the bargaining unit with three (3) Lab coats (where such is warranted) Such Lab Coats shall be replaced by the Employer whenever necessary.

The Hospital agrees to review the need for additional lab coats and supply as required from time to time.

ARTICLE 23 - OTHER PROVISIONS

Bulletin Boards

23.01 The Employer agrees to provide one (1) bulletin board in a mutually satisfactory location in the location in the Laboratory Department and one (1) bulletin board in a mutually satisfactory location in the Department of Radiology (employees in the Pharmacy Department shall be sent a copy of notices) for the posting of Union activities. Such notices shall be submitted by the chairperson of the Union Committee to the Personnel Director for approval. Such approval shall not be unreasonably withheld.

Employee Files

23.02 It shall be the duty of employees to notify the Human Resources Department promptly in writing of any change in their address or their telephone number. If an employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fourteen (14) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.

Graduate Non-Registered Technologist Becoming a Registered Technologist

If and when a graduate non-registered technologist qualifies as a registered technologist, they will, upon proof of registration, be paid at the lowest salary rate in the salary grid for registered technologists which will produce an increase in the employee's salary rate as a graduate non-registered technologist.

Professional Responsibility

23.03 Where an employee or group of employees covered by this Collective Agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problem may be discussed between the Union and the Employer. Complaints must be filed in writing within fifteen (15) days of such alleged improper assignment. Any complaint or discussion arising out of this procedure shall not be the subject of a grievance.

Occupational Health and Safety

- 23.04 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety committee one represented selected or appointed by the union from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonable in providing, necessary information to enable the committee to fulfill its functions.
- (e) Meetings shall be held quarterly or more frequently at the call of the co-chairpersons if required. The committee shall maintain minutes of all meetings and make sure the same is available for review.

- (f) Any representative appointed or selected shall serve a term of one calendar year from the date of appointment which may be renewed for further periods of one year.
- (g) A member of the committee is entitled to one (1) hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to attend committee meetings and such time as is necessary to carry out inspections and investigations in accordance with the provisions of the Occupational Health and Safety Act.
- (h) A member of the committee shall be deemed to be at work during the time described herein and shall be paid for those times at the employee's regular rate.
- (i) The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.
- (j) At no time shall the number of Employer members on the committee be greater than the number of Union members on the committee.
- (k) The Union co-chairpersons shall be elected by and from the Union members of the committee. One co-chairperson shall be a Union member (but not necessarily Union member) and the other shall be an Employer appointee.
- (l) The committee shall function at all times in accordance with the Occupational Health and Safety Act as it may be amended from time to time.

No Discrimination

23.05 The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by any reason covered by the *Human Rights Code*, including age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, gender identity or gender expression.

Where the term "spouse" or "partner" is used in this Agreement, it shall also mean same-sex spouse or partner, including but not limited to in respect of pension and benefits.

Workplace Harassment

23.06 The parties are committed to providing a harassment free workplace.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonable to be known to be unwelcome. Ref: Ontario Human Rights Code, Sec. 10 (1) and Occupational Health and Safety Act.

Any employee who believes that they have been harassed contrary to this provision may utilize the Hospital's policy and procedure, file a grievance in accordance with the provision contained in this agreement or pursue the matter through the Ontario Human Rights Tribunal or Ministry of Labour.

Harassment is in no way to be construed as properly discharged supervisory responsibility including the delegation of work assignment, the assessment of discipline or any conduct that does not undermine the dignity of the employee. Neither is this policy meant to inhibit free speech or interfere with inhibit free speech or interfere with normal social relations

23.07 Hepatitis B Vaccine

a) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

b) Influenza Vaccine

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

- i. Employees shall, subject to the following, be required to be vaccinated for influenza.
- ii. If the full cost of such medication is not covered by some other source, the Hospital will pay the full incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- iii. Hospitals recognize that employees have the right to refuse any required vaccination.
- iv. 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.
- v. If an employee refuses to take the vaccine because it is medically contra-indicated, 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 agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- vi. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- vii. Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.

- viii. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

23.08 Pandemic Planning

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

Violence Against Women

23.09 The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. The 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 matter unless required by law to report.

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. 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 that the role of Women's Advocate in the workplace will be to serve Unifor female member of the Local Union. The trained Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Hospital will provide access to a private meeting room or office so that confidentiality can be maintained when a female employee is meeting with a Women's Advocate. The Women's Advocate will participate in an annual three (3) day training program and the Hospital will allow unpaid time off to attend such training programs.

Paid Education Leave

23.10 The Hospital will pay to the Paid Education Leave Fund a lump sum payment of \$400.00 payable per year as directed by the Union for the purposes of assisting employees with union education. A copy of all payments shall be forwarded to Unifor Local 2458.

ARTICLE 24 - WAGES

24.01 Schedule "A" attached hereto, shows the classifications and salary rates of the employees covered by this Agreement with effect from the dates set out therein. It is mutually agreed that the said Schedule and the contents thereof shall constitute a part of this Agreement. It is further agreed that if any new classifications within the Bargaining Unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union and if the parties cannot agree, the dispute shall be taken to Arbitration for a settlement.

24.02 Bi-weekly pays will be direct deposited into a bank account as designated by each employee.

Related Experience

24.03 Claim by a Bargaining Unit Member for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with ESHC by providing verification of previous experience. ESHC shall credit the employee with one step on the salary scale for each year of recent full time experience or equivalent part time experience (1650 hours = 1 year), up to the maximum of the salary scale.

For the existing employees, the parties will record the application of the newly negotiated experience provision in a separate Letter of Understanding.

Part-Time Employees

24.04 Part-time employees within the bargaining unit shall be paid the same salary rates set out in Schedule "A". Part time employees will advance to the next step on the salary grid after having worked 1650 hours (Seniority Article 11.04). Such employees shall also be entitled to receive the "other premium" (Article 16) as are applicable to full time employees.

24.05 In addition to the salary rates referred to above, part time employees will receive an amount equivalent to fourteen per cent (14%) of the straight time hourly rate in lieu of all benefits (Benefits Article 21.10) as well as vacation percentage as per Article 20.06.

ARTICLE 25 – EARLY RETIREMENT

25.01 a) Prior to issuing notice of long term or permanent layoff to employees, the Hospital will first offer early retirement allowances to a sufficient number of employees eligible for early retirement under HOOPP in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff, provided that the Hospital will not be required to hire a new employee from outside the bargaining unit to replace an employee who accepts such an early retirement package.

- b) An employee who elects the early retirement option shall receive two (2) weeks salary per year of service plus a prorated amount for any partial year to a maximum of twenty-six (26) week's pay.
- c) The Hospital shall provide health and welfare coverage to age sixty-five (65) for those employees who retire early on the same basis as active employees.
- d) The retired employee's share of premiums, if any, shall be paid by post-dated cheques as arranged by the Hospital.

ARTICLE 26 – VOLUNTARY EXIT OPTION

26.01 If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- a) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- b) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- c) In no case will the Hospital approve an employees request under (a) and (b) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- d) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employees written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks salary for each year of service, to a maximum of twenty-six (26) weeks pay.

ARTICLE 27 - GENERAL

27.01 All references to employees in this Agreement shall include male, female and all gender neutral pronouns and whenever one gender is used, it shall be deemed to include employees of all genders.

Duration of Agreement

- 27.02 This Collective Agreement, except as otherwise specifically stated herein shall be effective from the 1st day of April, 2022, up to and including the 31st day of March, 2025, and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province.
- 27.03 In the event that either party gives written notice to amend the Agreement or make a new Agreement within one hundred and eighty (180) days prior to the March 31st, 2025, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

Retroactivity

- 27.04 Retroactivity of wage increases will be applied for all hours paid by the Hospital to all employees on the payroll as of the expiry of the former agreement and to all new employees hired since that date. Retroactivity will be paid within three (3) pay periods of the ratification or award and take effect on the dates set out in the Memorandum of Settlement.

Unifor Technical Wage Scale 2022 to 2025

Registered Technologist								
Date	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1-Apr-22	\$ 33.20	\$ 34.80	\$ 36.42	\$ 38.04	\$ 39.63	\$ 41.26	\$ 42.87	\$ 44.47
1-Apr-23	\$ 33.53	\$ 35.15	\$ 36.78	\$ 38.42	\$ 40.03	\$ 41.67	\$ 43.30	\$ 44.92
1-Apr-24	\$ 33.87	\$ 35.50	\$ 37.15	\$ 38.80	\$ 40.43	\$ 42.09	\$ 43.74	\$ 45.36
1-Apr-25	\$ 34.20	\$ 35.86	\$ 37.52	\$ 39.19	\$ 40.83	\$ 42.51	\$ 44.17	\$ 45.82

Ultra Sound Technologist; Reg. Respiratory Therapists								
Date	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1-Apr-22	\$ 33.22	\$ 34.78	\$ 36.41	\$ 38.30	\$ 40.16	\$ 42.08	\$ 43.95	\$ 45.80
1-Apr-23	\$ 33.55	\$ 35.13	\$ 36.77	\$ 38.68	\$ 40.56	\$ 42.50	\$ 44.38	\$ 46.26
1-Apr-24	\$ 33.89	\$ 35.48	\$ 37.14	\$ 39.07	\$ 40.96	\$ 42.92	\$ 44.83	\$ 46.72
1-Apr-25	\$ 34.23	\$ 35.84	\$ 37.51	\$ 39.46	\$ 41.37	\$ 43.35	\$ 45.28	\$ 47.19

Lab Assistant, Pharmacy Technician, ECG and Technical Assistant					
Date	Start	Step 1	Step 2	Step 3	Step 4
1-Apr-22	\$ 27.47	\$ 28.56	\$ 29.58	\$ 30.61	\$ 31.68
1-Apr-23	\$ 27.75	\$ 28.85	\$ 29.88	\$ 30.92	\$ 32.00
1-Apr-24	\$ 28.02	\$ 29.14	\$ 30.18	\$ 31.23	\$ 32.32
1-Apr-25	\$ 28.30	\$ 29.43	\$ 30.48	\$ 31.54	\$ 32.64

Physio Therapist / Occupational Therapist						
Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1-Apr-22	\$ 37.05	\$ 39.04	\$ 40.88	\$ 42.84	\$ 44.72	\$ 48.12
1-Apr-23	\$ 37.42	\$ 39.43	\$ 41.29	\$ 43.27	\$ 45.17	\$ 48.60
1-Apr-24	\$ 37.79	\$ 39.82	\$ 41.71	\$ 43.71	\$ 45.62	\$ 49.08
1-Apr-25	\$ 38.17	\$ 40.22	\$ 42.12	\$ 44.14	\$ 46.08	\$ 49.57

Pharmacy Tech					
Date	Start	Step 1	Step 2	Step 3	Step 4
1-Apr-22	\$ 29.23	\$ 30.37	\$ 31.46	\$ 32.58	\$ 33.70
1-Apr-23	\$ 29.52	\$ 30.67	\$ 31.78	\$ 32.91	\$ 34.04
1-Apr-24	\$ 29.82	\$ 30.98	\$ 32.09	\$ 33.24	\$ 34.38
1-Apr-25	\$ 30.12	\$ 31.29	\$ 32.41	\$ 33.57	\$ 34.72

LETTER OF UNDERSTANDING #1 – Health Care Benefits

The parties agree that current Unifor members who are over the age of 65 and still actively at work will be provided with the following:

Extended Health Benefits (including drug prescription plan, vision care, and hearing aids) semi private, dental plan and life insurance* will be extended to active employees from the age of sixty-five (65) up to and including their seventieth (70th) birthday on the same cost basis as employees under the age of sixty-five (65).

*On the 65th birthday of the member, the insurance amount applicable to the member will be reduced by 50%. At age 70 of the member or retirement, whichever comes first, the benefit will terminate.

LETTER OF UNDERSTANDING #2 – Fourth and Subsequent Periods of Disability

The Employer agrees to pay the appropriate percentage of sick pay for the first two (2) days of the fourth and subsequent period of total disability in the same calendar year.

LETTER OF UNDERSTANDING #3 – Me Too Language

In the event that the Central Technical Unit OPSEU negotiates/arbitrates a salary rate above the agreed upon ESHC Unifor rate for the same contract year, ESHC will increase the salary to match the central table wage rate and be retro-active if applicable.

LETTER OF UNDERSTANDING #4 – Union Records

The Employer agrees that it will supply a lockable filing cabinet in a suitable location for the use of the union.

LETTER OF UNDERSTANDING #5 – Job Sharing

The parties may agree to implement job sharing pursuant to the following provisions:

1. Job Sharing requested with respect to full-time positions shall be considered on an individual basis. There shall be only one job shared position on any unit.
2. Only full time positions shall be considered for job sharing between two (2) employees.
3. Total hours worked by the job sharers equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Unit Manager, subject to the approval of Administration. Should any scheduling discrepancies between the job sharers arise, the decision of Administration shall be final.
4. Each job sharer may exchange shifts with each partner as well as with other employees, as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays that a full time employee would be required to work. It is agreed that for the Christmas/New Year holiday provision, it is the position that rotates and not the individual.
6. Posted schedules for the job sharers shall be used on the schedules that would apply to a full time employee holding that position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. Job sharers shall not be required,

but may consent to work any shifts outside of the shifts of the full time position. It is understood that this is not meant to reduce the hours of other part time employees.

7. The employees involved in the job sharing arrangement will be classified as regular part time.
8. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager must be notified to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.
9. Job Sharers will receive part time vacation entitlement as outlined in the collective agreement and will be required to cover for each other during scheduled vacation absence.
10. In the event that one (1) member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

11. Implementation

Any employee wishing to share their position may do so without having their half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of the Collective Agreement.

If one of the job sharers leaves the arrangement, and ESHC decides to continue such job sharing position, their position will be posted. If there is no successful applicant to the position, or if the Hospital decides not to continue the job sharing arrangement, the shared position must revert to a full time position. The remaining employee will have the option of continuing the full time position or reverting to a part time position if one is available for which they are qualified. If they do not continue full time, the position must be posted in accordance with the Collective Agreement.

12. Discontinuation

- (i) Either ESHC or the Union may discontinue any job sharing arrangement with sixty (60) calendar days notice.
 - (ii) Upon receipt of such notice, a meeting shall be held between the parties with fifteen (15) days to discuss the discontinuation.
13. Consideration for job share postings will be given to full time employees only. However, should full time employees not apply, or are not qualified for such postings, part time applicants shall then be considered.

LETTER OF UNDERSTANDING #6 – Professional Practice

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating work-loads 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 Professionals Act (RHPA) are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The "Workload Review 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 Director and if still not resolved to the Director of Human Resources with or through their Union Representative.

LETTER OF UNDERSTANDING #7 – Phone Calls

Employees who are requested to provide professional services over the telephone shall be entitled to a minimum of fifteen (15) minutes pay for a call received between 0700 hours and 2300 hours and 30 minutes pay for a call received between 2300 and 0700 hours at time and one half times (1½) their regular straight time hourly rate, or equivalent in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

LETTER OF UNDERSTANDING #8 – Mental Health/Health and Safety

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

LETTER OF UNDERSTANDING #9 – Protecting a Sustainable Public Sector for Future Generations Act, 2019

In the event that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered

inoperative, the parties agree to return to the bargaining table to renegotiate all additional issues affected by Bill 124, including any retroactive adjustments.

DATED this 14th day of July, 2022

FOR THE EMPLOYER

A. Conrad
TCBC
CMcFarlane
1410hw
Jubin

FOR THE UNION

[Signature]
Kyle Hoch
[Signature]
[Signature]
[Signature]