

COLLECTIVE AGREEMENT

- between -

**HOTEL DIEU GRACE HEALTHCARE
(SKILLED TRADES UNIT)**

- and -



UNIFOR
theUnion | lesyndicat

AND IT'S LOCAL 2458

April 1st, 2021 – to – March 31st, 2024

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FOREWARD

This Agreement resulting from the Collective Bargaining between the Hotel Dieu Grace Healthcare and Unifor, Local 2458 (Skilled Trades Unit) is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge all union employees to consult with their Chairperson/Vice Chair or Union representatives concerning any matter pertaining to the provisions of this Agreement.

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the Employer as found in Schedule "A" attached, save and except:

- i) supervisors and those above the rank of supervisor,
- ii) students, and
- iii) 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 conflict with any of the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, promote, demote, or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee who has completed their probationary period has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided herein;
- (c) to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (d) generally to operate the Hospital in a manner consistent with the obligations of the Employer to the general public and the community serviced.

ARTICLE 4 - UNION SECURITY

4:01 Union Dues

The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.

- (b) 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.
- (c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (d) Union dues will be deducted from the employee's pay each pay period and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the 20th day of the following month.
- (e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- (f) The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.
- (g) The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

Employee Lists

- (h) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- (i) The Hospital will provide a list of employees and their addresses once each year March 31st to the Union.

ARTICLE 5 - RELATIONSHIP

- 5:01 (a) There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in *The Labour Relations Act*, as amended.
- (b) The Hospital and the Union both recognize their obligation to comply with the Hospital Labour Disputes Arbitration Act and other relevant legislation as amended from time to time.
- 5:02 There shall be no discrimination, interference, restraint, or coercion by, or on behalf of, the Hospital regarding any employee because of his membership in the Union.
- 5:03 The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not conduct Union activities on Hospital time or premises, except as herein expressly provided.

5:04 **Discrimination/Harassment**

No Discrimination

The employer and the 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 reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the legislation of the Province of Ontario.

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 pension and benefits.

Workplace Harassment

The employer and the union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome".

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

Any employee who believes that they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital's policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If an employee or the union makes a complaint under the Hospital's Human Rights policy and files a grievance, the subject matter of the complaint will not be referred to arbitration until the mediation process has been completed or 90 calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under Hospital's Protection of Human Rights in the Workplace Policy if a member of the Union is a complainant or Respondent.

ARTICLE 6 - REPRESENTATION

6:01 **Labour/Management Committee**

- (a) The Hospital and the Union hereby agree to the establishment of a Labour/Management Committee. The purpose of this Committee will be:
- To promote effective and meaningful communication and exchange of information and ideas on matters of concern within the workplace
 - To deal with complaints which may arise in an effort to resolve such issues in a mutually satisfactory manner

- To discuss and review any changes which may affect the model of service delivery or those providing such services

The Committee will include equal representation from both the Hospital and the Union. There shall be no more than four (4) representatives from each party. However, in certain circumstances either party may request additional representation to attend in order to address specific issues. The positions of Chairperson and Secretary shall be alternated between the parties.

The Committee shall meet on a schedule mutually agreed between the parties but not more often than once every two (2) months. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings.

The issues that either party wishes to include on the agenda will be exchanged in writing at least five (5) calendar days prior to the scheduled date of the meeting. Minutes of these meetings will be recorded to reflect matters referred to, and discussed by, the Committee. Such Minutes will include recommended disposition or actions necessary (if any) – unless otherwise agreed to the contrary by the parties. Copies of the minutes will be distributed to the Committee members.

- (b) The Union may appoint, and the Hospital will recognize, a Union Committee consisting of up to two (2) of its employees, of which one (1) should be the Chairperson/Vice-Chair, and the Business Agent of the Union, when requested to deal with the Hospital on all matters which may properly come up for discussion under this Agreement, including negotiations, and the presentation of grievances as herein provided. Notwithstanding the above, no more than two (2) employees representing the Union may attend any one (1) meeting.

6:02 The Hospital agrees to reimburse the Committee employees at their respective basic hourly rate for the scheduled time lost by such employees due to the necessity of attending meetings with the Hospital.

6:03 The Union acknowledges that the members of the Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without the mutual agreement of their immediate supervisor. Mutual agreement from the supervisor for absences of reasonable duration for the intended purpose will not be unreasonably withheld.

6:04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and work location and shift of their Union Chairperson and Committee person. Whenever the Union Committee person is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his Union Committee person who will provide the employee with a copy of the Collective Agreement.

The Employer agrees that the Union Chairperson or Committee person will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for no more than twenty (20) minutes during the first thirty (30) days of employment, on the hospital premises, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

6:05 Local Bargaining Committee

Where the Bargaining Unit and the Hospital both agree to participate in Central Bargaining, the Bargaining Committee as defined in the collective agreement shall constitute the Bargaining Committee for issues defined by the parties as "Local".

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitral. Timelines in this article may be extended by the mutual agreement of the parties in writing.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought to reasonably have come to the attention of the employee. The employee may have the assistance of the employee's Union Representative. If the grievor and immediate supervisor are unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Representative if desired, may submit a written grievance, signed and dated by the employee to the Department Manager or designate. The nature of the grievance, the remedy sought, and wherever possible the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Manager or designate will deliver a decision in writing within seven (7) calendar days of her receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted to Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s) and the Union

Representative, within seven (7) calendar days of receipt of the grievance or within such other time as may be mutually agreed by the parties. Either party may have assistance from outside the Hospital at this stage if desired. Human Resources or designate shall give written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

If an employee's immediate supervisor and Department Manager are the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Hospital or the Union, under Step No. 2, within fourteen (14) calendar days of the event giving rise to the grievance.

Failing settlement, under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with the arbitration procedure.

It is expressly understood, that the provisions may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

Discharge/Suspension Grievance

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

A claim by an employee who has completed the probationary period that he or she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee, with the Hospital, at Step No. 2 within seven (7) calendar days after the effective date of the discharge or suspension, or notice thereof, whichever should first occur.

Group Grievance

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

Mediation

(a) Either party, with the agreement of the other party, may submit a grievance to mediation at any time within fourteen (14) calendar days after the Employer's

decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- (b) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 8 – ARBITRATION

8:01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.

The notice shall contain a list of three (3) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator. Where a roster of agreed arbitrators exists between the parties, it is agreed that the list will be utilized before this clause.

No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.

The Arbitrator shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject to Section 48(16) of the *Labour Relations Act, 1995*.

Nothing prevents the parties from using mediation and/or mediation/arbitration as long as the parties mutually agree. Timelines in this article may be extended by the mutual agreement of the parties in writing.

ARTICLE 9 - DISCIPLINE

- 9:01 When the Hospital finds it necessary to administer discipline to an employee, the employee's record on file in the Personnel Department, shall be used to determine the penalty. A copy of such discipline shall be given to the Union and the employee.
- 9:02 Any letter of reprimand shall be removed from the record of an employee twelve (12) months following issuance of such letter, provided that the employee's record has been discipline free for this twelve (12) month period.
- 9:03 Any letter of suspension and/or other disciplinary action shall be removed from the record of an employee eighteen (18) months following the issuance of such letter, suspension and/or other disciplinary action provided that the employee's record has been discipline free for this eighteen (18) month period.
- 9:04 Employees will be afforded reasonable access to their own personnel file for the purpose of reviewing the contents, in the presence of the Director of Human Resources (or other designated representative from the Human Resource Department). The employee may be accompanied by a representative of the Union. Such access will be permitted only at times mutually acceptable to the Human Resource Department – and scheduled at least one (1) working day in advance.
- 9:05 Immediately prior to the discipline meeting the hospital will provide the union representative with notification of the impending discipline. In all cases of suspension or discharge, a Union Committee Person will be present, unless that right is waived by the employee in the presence of the Union Committee Person.

ARTICLE 10 - SENIORITY

- 10:01 There shall be a probationary period of sixty (60) continuous days of employment. The termination of a probationary employee shall not be the subject of a grievance or arbitration.

- 10:02 (a) Following completion of the probationary period, seniority shall be defined as the length of continuous service with the Employer from the date of last hiring.
- (b) Upon reduction in the work force, layoff shall be governed by seniority, an employee affected by a layoff shall have the opportunity to displace a junior employee provided he has the qualifications to do the available work, and upon rehiring within a period of two (2) years from the date of any such layoff, the same principle shall apply.
- (c) Seniority shall prevail in the recalling of employees, subject to the concerned employee(s) having the required qualifications to perform the available work.
- (d) When a bargaining unit employee is transferred to a position not covered by this agreement, he shall maintain, but not accumulate, seniority during such transfer. Should the employee be transferred back to a position covered by this agreement, he shall have his name placed on the seniority list reflecting his seniority date the day he left the bargaining unit.
- (e) The seniority list shall be posted by the Employer every six (6) months, namely on the 15th day of January and July in each year, in a location where they will be accessible to members of the Union. Copies of said seniority list shall be mailed to the Union Office and Chairperson on such dates or soon thereafter.

10:03 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and his employment terminated for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged for just cause and not reinstated pursuant to the grievance procedure herein defined;
- (c) if the employee is laid off for more than thirty (30) consecutive calendar months;
- (d) when notified by the Employer to return to work after a layoff, the employee fails to notify the Employer of his intent to return to work within five (5) working days of the employee's receipt of notification by telegram or registered mail to the employee's last known address appearing in the employee's personnel file, and to report for duty within ten (10) working days of receipt of such notification;
- (e) the employee fails to report to work upon termination of leave of absence, without justifiable reason;
- (f) the employee is absent due to illness or injury for a period of thirty (30) consecutive calendar months from the time the disability or illness commenced. This clause will be administered in conformity with the Ontario Human Rights Code and Workplace Safety and Insurance Board Act.

ARTICLE 11 - HOURS OF WORK

11:01 (a) Not more than eight (8) hours shall constitute a day's work, and forty (40) hours shall constitute a week's work, each including a paid thirty (30) minute lunch period and two (2) fifteen (15) minute paid breaks, one in the first half of the shift, and one in the second half. Any time which an employee is required to work and does work in excess of eight (8) hours any days or in excess of 40 hours in any one week, shall be deemed overtime and shall be paid for at the rate of one and one-half (1-1/2) times his regular hourly rate. Employees are required to remain on Hospital premises and be available for work, if needed, during the lunch and break period. Any paid time off (vacation/holiday/bank, etc.), taken at any point in a pay period does not cancel, or negate, any overtime pay rate payable for overtime hours worked at any time during that pay period, irrespective of whether paid time off was taken, or not, during that pay period.

(b) It is mutually understood that the statement of the regular work week herein is not a guarantee of those, or any other, hours but before the hours of work are changed, there will be prior notice to and discussion with the Union.

(c) Notwithstanding 11:01 (a), where an employee who works full-time hours is required to work during a period of consecutive days off, he shall be paid at one and one-half (1-1/2) times his regular straight time hourly rate for all hours worked on the first shift worked during that period, and two (2) times his regular straight time hourly rate for all hours worked on any additional shift worked during that period.

(d) **Extended Hours**
Hours of Work

i) An extended tour shall be twelve (12) consecutive hours in any 24-hour period, inclusive of break times, but exclusive of reporting times.

ii) The normal twelve (12) hour tour will include one forty-five (45) minute paid meal break and two (2) fifteen (15) minute paid rest periods, one in the first half of the shift and one in the second half of the shift.

iii) The hours of work will be equalized with a work schedule containing a mix of eight (8) and twelve (12) hour shifts to provide eighty (80) hours of work for each employee working such schedule in each two-week pay period.

Scheduled Hours of Work

(a) The parties agree that the scheduling provisions contained in the Collective Agreement will be applied except for the two (2) shift provision provided for in Article 11:02 (b) of the Collective Agreement.

(b) Shift premiums as provided for in Article 11:05 shall be paid to employees working a 12-hour tour for all hours worked between 1500 to 0700.

(c) Weekend premium as provided for in Article 11:05 shall apply.

- (d) Such scheduling provisions contained in the Collective Agreement may require amendments.

Vacations

Vacation entitlement and utilization will be calculated in hours.

Paid Holidays

An employee who is not scheduled to work on a statutory holiday will receive eight (8) hours holiday pay. If an employee is scheduled to work on a paid holiday and actually works, he shall be paid at the rate of time and one-half for work performed on such holiday in addition to the eight (8) hours holiday pay.

Leaves of Absence

All leaves of absence, including bereavement leave, shall be paid or deducted at either (8) hours or twelve (12) hours in accordance with the schedule that otherwise would have applied.

Sick Leave Entitlement

For employees whose regular hours of work are other than the standard eight (8) hour work day, the short term sick leave plan will provide payment for the number of hours of absence according to Article 20. All provisions shall be adjusted to provide a payment of sick credits to coincide with the total amount of hours lost.

- 11:02 (a) Work schedules shall be posted at least four (4) weeks in advance. Any changes in such posted schedules required by employees must be arranged by mutual agreement between the employees affected, approved by the Hospital, and at no cost to the Employer.

Notwithstanding Article 11:01 (c) and 11:02 (b), in the event that the Hospital requires a change to a posted schedule, employees affected by such change will be paid for the hours worked at the rate of time and one half for a maximum of three (3) scheduled shifts that have been changed.

- (b) Schedules shall allow at least two (2) shifts off between change of shifts, and, if not, the employee shall be paid one and one-half (1-1/2) times his regular rate for any shift which commences within such period unless a shorter time between shifts is agreed upon by the employee or employees affected. This premium shall not apply where the standard schedule provides for less than two (2) shifts off between change of shift.
- (c) There shall be no changes in job descriptions without proper discussion with the Union.

11:03 Overtime

Overtime shall be distributed equally among the employees who are available and qualified to perform the required work on the understanding that, overtime offered and refused shall be considered work for the sole purpose of equalization. If all employees

refuse the overtime, the employee with the least seniority who has the qualifications to do the work, shall be compelled to do the work. Employees returning from sick leave, long term disability, workers compensation, or approved leave of absence, or a term of modified work where they were unable to work overtime that exceeds two (2) weeks, will be given an average of the total accumulated hours per person within their classification.

- (a) No employee shall be laid off during the regular working hours for the sole purpose of equalizing overtime which such employee has worked or may work during the same working week.
- (b) A list of names of the persons included in the bargaining unit shall be posted weekly showing the actual paid hours of overtime each person was offered or worked up to the date of posting.
- (c) Notwithstanding the above, in cases of emergency, the Employer may assign overtime to any employee available to do the work.

11:04 **No Pyramiding**

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision of this agreement only, even though hours worked may be premium payment hours under more than one (1) provision. In such circumstances, the higher premium will be applied. The provision of this clause will not negate any entitlement to shift premium or weekend premium.

11:05 **Shift Premium**

Off-Shift Premium

Employees who work a full afternoon or night shift will receive a premium of one dollar, twenty-five (\$1.25) per hour.

Weekend Shift Premium

Employees will receive a premium of one dollar and fifty (\$1.50) per hour for all hours worked from 2300 on Friday to 2300 on Sunday. This premium is in addition to the Off-Shift Premium but will not be paid in addition to Overtime premium pay.

Overtime Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (ie. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding sixty (60) days of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former options shall be made. Employees who work overtime will not be required to take time off during regular hours to offset overtime worked. The maximum accumulation will be forty-eight (48) hours. No employee will be able to accumulate more than forty-eight (48) hours of banked overtime whether earned pursuant to this Article and/or the Letter of Understanding Re: Premium Pay Lieu Time.

The regular straight time rate of pay is that prescribed in "Schedule A" of the Local Agreement.

11:06 Call-In Pay

- (a) An employee called back to work after having completed his regularly scheduled working hours, shall receive pay for the actual time worked at such premium rate of pay as may be appropriate, or shall be paid a minimum of four (4) hours pay at one and one-half (1-1/2) times his hourly rate, whichever is the greater. The employee will perform available work as required during the said four (4) hour period.
- (b) Where the period for which the employee is called in is continuous with the beginning of the employee's regular or scheduled shift, no guaranteed period of pay (as provided in [a] above) shall apply.

11:07 Time Change

During the changeover to Daylight savings time, employees will receive straight time his regularly scheduled shift and overtime at the applicable rate for one additional tour. During the changeover to Eastern Standard Time, employees will be paid straight time for his regularly scheduled shift.

ARTICLE 12 – MEAL ALLOWANCE

12:01 An employee required to work two (2) hours or more overtime in any day in addition to his regular shift and where the hours of work are continuous, shall receive a cash allowance in the amount of seven dollars (\$7.00) to be redeemed at the cashier office.

ARTICLE 13 - JOB POSTING

- 13:01 In cases of filling vacancies for positions within the Bargaining Unit, employees shall be selected on the basis of seniority, provided they have the qualifications required to perform the job. In filling of advertised vacancies, the successful applicant shall be given a fair trial period of thirty (30) days during which necessary job instruction will be given. During this trial period an employee may be returned to his former position either by choice, or if the employee fails to perform work required in accordance with the Hospital's requirements and he shall be returned to his former position and standing without loss of seniority or other benefit. Upon his return, the Employer would consider the next most senior qualified applicant for the position.
- 13:02 The Hospital will advertise vacancies for five (5) days by posting on the bulletin board(s) in the boiler room, outside the Human Resources Department, bulletin board in the Emara Building and on the HDGH intranet. When a vacancy has been filled, the Hospital will promptly notify, in writing, the successful and unsuccessful applicants for the vacancy of the person selected. Should there be no applicants for the position, or if the applicants are not qualified for the position, the Hospital may take steps as it deems necessary to fill the position.

ARTICLE 14 - CONTRACTING OUT

14:01 Work presently assigned to employees in the bargaining unit shall not be assigned to other employees of the Employer. Normal maintenance work consistent with past maintenance practices will be performed by employees in the bargaining unit subject to the following conditions:

- (a) Such employees have the qualifications to do the work.
- (b) Such employees are able to do the work and by using the equipment available.
- (c) In no event will an employee be laid off as a result of contracting out.

14:02 In the event of emergencies, beyond the control of the Employer, the Employer may make any arrangements that are necessary to restore or maintain operation of any machinery, equipment, or boiler.

14:03 The Hospital along with Union representatives will undertake to review contracted services which would otherwise fall within the work of the Bargaining Unit and which may be subject to expiry and open for renegotiations within six (6) months. The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future. The following considerations must be addressed by both the Hospital and the Union when discussing contracted services:

- i) availability of equipment;
- ii) availability of expertise;
- iii) capacity of bargaining unit to perform the work required;
- iv) capacity of bargaining unit to complete work within the time frames required;
- v) ability of bargaining unit to perform work at same cost or lower cost than the contractor;
- vi) leased or purchased equipment which has an associated warranty and/or service agreement.

ARTICLE 15 - PAID HOLIDAYS

15:01 An employee shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Second Monday in June	Boxing Day
Canada Day (July 1 st)	Civic Day
Labour Day	Family Day

15:02 Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital

shall be established as the legislated holiday, after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays, as noted above, remains unchanged.

15:03 Holiday pay is defined as the amount of regular straight time hourly pay exclusive of shift premium, which an employee would have received had he worked a normal shift on the holiday in question.

15:04 **Paid Holidays**

An employee who is required to work on any of the above-named holidays will, at the option of the employee, receive either:

- (a) Pay for all hours worked on such day at the rate of one and one-half (1-1/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or;
- (b) Pay at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the employee shall receive payment for that day.
- (c) Where an employee is required to work overtime on a paid Holiday, the employee shall receive two (2) times his regular straight time rate of pay for all hours worked in addition to Holiday pay.

15:05 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement holiday pay unless the employee provides reason for such absence which is satisfactory to the Hospital.

15:06 If a paid holiday falls during an employee's vacation, on his regular day off, another day off may be selected by the employee and the Department Head, by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the employee shall receive payment for that day.

15:07 In order to qualify for pay for a holiday, an employee must have worked his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off.

The Employer reserves the right to demand a medical certificate or other proof satisfactory to the Employer as proof of such illness or injury.

ARTICLE 16 - VACATION

16:01 Employees shall be entitled to vacation with pay on the following basis:

Three (3) weeks after one (1) year continuous service as of May 1st;

Four (4) weeks after five (5) years continuous service as of May 1st;

Five (5) weeks after thirteen (13) years of continuous service as of May 1st.

Six (6) weeks after twenty-two (22) years of continuous service as of May 1st.

Seven (7) weeks after twenty-eight (28) years continuous service as of May 1st.

Effective with the 2019 vacation year amend entitlement as follows:

Five (5) weeks after thirteen (12) years of continuous service as of May 1st.

Six (6) weeks after twenty-two (21) years of continuous service as of May 1st.

16:02 (a) On or before March 1st in each year, the Hospital will post a form of notice requiring employees in the bargaining unit to enter their request for vacation times. Such notice will be left posted on the bulletin board until March 31st of that year. On or before April 30th, in each year, the Hospital will post the vacation schedule for members of the bargaining unit. The vacation schedule will extend from May 1st until April 30th of the year following.

(b) Consistent with the efficient management of the Hospital and the necessity of maintaining sufficient staff to perform the necessary work, employees will be given preference with respect to their vacation period in accordance with their seniority.

(c) If requests for vacation times are received after March 31st, seniority will not apply, and the vacation times not allotted and available, will be assigned on a first come, first serve basis.

16:03 Subject to 16:02 (b) above, the Hospital agrees that each employee in the bargaining unit shall be allotted two (2) weeks of his holiday entitlement during the summer months (June to September) conditional upon the necessity of maintaining sufficient staff to perform the necessary work. Relief personnel employed by the Hospital to take the place of an employee on vacation, shall not be required to become members of the Union until completion of sixteen (16) weeks continuous employment with the Hospital.

16:04 Vacation pay to be paid will equate to salary continuation for the time earned or 4%, 6%, 8%, 10%, 12%, or 14% (whichever is appropriate based on service) whichever is the greater.

16:05 (a) Where an employee's scheduled vacation is interrupted due to serious illness, as evidenced by a medical certificate, which commenced prior to and continues into the scheduled vacation period, the period of such serious illness shall be

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

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement as provided in Article 17.

Those days of vacation, which would otherwise have been provided in paragraphs (a), (b) and (c) above, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternative time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

16:06 In the event that a death of an employee's family (as provided in Article 17) occurs during an employee's scheduled vacation period, the time (as provided in Article 17) – from and including the date of death, up to and including the date of the funeral – shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

ARTICLE 17 - BEREAVEMENT LEAVE

17:01 Any employee who notifies the Employer as soon as possible following a bereavement for a spouse, child, or parent, will be granted bereavement leave for four (4) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the days of the funeral.

Any employee who notifies the Employer as soon as possible following a bereavement of sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparents of spouse will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the days of the funeral of a member of his immediate family. An employee will be granted one day of bereavement in accordance with this provision for the death of an aunt, uncle, niece or nephew.

17:02 The Hospital, in its discretion, may extend such leave without pay. Furthermore, where an employee does not qualify under the above noted conditions, the Hospital may, nonetheless, grant an unpaid bereavement leave.

ARTICLE 18 – JURY & WITNESS DUTY

18:01 If an employee is required to serve as a juror or attend jury selection proceedings in any matter is subpoenaed as a witness, and notifies the Hospital immediately on an employee's notification of their requirement to attend, the Employer agrees to pay to the employee the difference between the money received for acting as a juror (to be evidenced by production of Court payment and a copy of the summons or subpoena) and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay. If an employee is required to serve on a jury or attend jury selection proceedings in any matter on a scheduled week day off during the week immediately preceding a weekend when such employee is scheduled to work, his schedule will be changed to give him that weekend off, or one of the weekend days of his choice if only one scheduled day off was lost because of such jury duty. Such change in schedule will not result in premium payment.

ARTICLE 19 - LEAVE OF ABSENCE

19:01 (a) Union business shall be considered good cause for leave of absence for an employee elected or selected to attend conventions, seminars, educational classes or Local Union meetings and such requests shall not be unreasonably denied. It is agreed that the Union shall not request a leave of absence for more than three (3) members of the bargaining unit at any one time. However, should it be necessary to request a leave of absence for more than three (3) members of the bargaining unit at any one time, such requests will be considered and may be granted at the sole discretion of the Employer. The Union shall send a written request to the Department Head at least one (1) month prior to the commencement of the leave.

(b) The Employer shall grant a leave of absence without pay and without benefits and without loss of seniority for a period not to exceed three (3) years to an employee for the purposes of being elected or selected to a full-time staff position with the Union. Application for such leave must be made in writing at least two (2) months prior to the commencement of the leave and it shall be granted to an employee on a one time only basis. During such leave the Employer may fill the vacancy with a temporary employee, in accordance with the job posting provisions in Article 13 and no more than one employee shall be absent on such leave at any one time.

19:02 Personal Leave

(a) The Hospital may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Hospital.

(b) Applications for such leaves shall be in writing to the Hospital and will be considered and approved by the Hospital as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave, unless the circumstances are such that it is impossible to give advance notice.

- (c) The written application must clearly state the reason for the leave of absence and the expected duration of such absence.
- (d) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation.
- (e) Employees who are absent resulting from such leave shall not be considered to be laid off, and shall continue to accumulate seniority (but not vacation credits) during such absence.

19:03 **Pregnancy Leave**

- (a) Employees covered by this Collective Agreement are entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act of Ontario.

To be eligible for leave of absence due to pregnancy, an employee must have:

- i) been in the continuous service of the Employer for not less than thirteen (13) weeks prior to the commencement of the leave of absence.
- ii) given the Employer two (2) months written notice (unless such notice cannot be given due to unexpected circumstances) in advance of the date of commencement of such leave and the expected return to work date.

The employee shall reconfirm her intention to return to work on the date originally approved in sub-section (a) above by written notification received by the Hospital at least two (2) months in advance thereof.

- (b) The Hospital may request to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

- (c) **Supplemental Unemployment Benefit (SUB) Plan**

Effective April 1st, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act (1971), shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (d) Subject to this Collective Agreement an employee may receive pregnancy leave benefits in addition to those found in clause 19:03 (a).
- (e) Seniority (as defined by this Collective Agreement) shall accrue during the period of pregnancy leave.
- (f) Continuous service for all purposes shall be maintained as at the date of commencement of pregnancy leave.
- (g) Upon return to work after pregnancy leave, the employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be subject to the lay-off provisions of Article 10. In such cases, the layoff shall be deemed to take place on the first day after the termination of pregnancy leave.

19:04 Parental Leave

- (a) Employees covered by this Collective Agreement are entitled to parental leave in accordance with the provisions of the Employment Standards Act of Ontario.
- (b) An employee who has taken a pregnancy leave in accordance with clause 19:03 is eligible for parental leave in accordance with the Employment Standards Act of Ontario.
- (c) An employee who is a natural father or is an adoptive parent is eligible for a parental leave. The employee shall give as much written notification as possible at least two (2) months in advance of the commencement of the leave and include the expected date of return.

In the case of adoption, an employee may extend the parental leave of absence without pay for a period of time taking into consideration the requirements of any adoption agency up to a maximum of six (6) months. Such employee shall advise the Department Manager as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

The employee shall be re-instated when the leave ends to the position the employee most recently held unless the position has been discontinued in which case she shall fall subject to the layoff provisions provided for in Article 10:03. In such instances, the layoff shall be deemed to take place on the first day after the termination of parental leave.

- (d) The Employer will comply with the Parental Leave provisions of The Employment Standards Act (2000) as amended from time to time.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave begun, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

Effective April 1st, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act (1971), shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

- (e) For regular part time employees, their regular weekly earnings shall be calculated using the last twenty (20) weeks of insurable employment prior to the commencement of such leave.
- (f) Subject to this Collective Agreement an employee may receive parental leave benefits in addition to those provided in clause 11:04 (a) and 11:04 (b).
- (g) Seniority (as defined by this Collective Agreement) shall accrue during the period of parental leave.
- (h) Continuous service for all purposes shall be maintained as at the date of commencement of parental leave.

ARTICLE 20 - SICK LEAVE

20:01 (a) The Hospital will assume total responsibility for providing and funding for full-time employees a short term sick leave plan equivalent to that described in the 1982 Hospitals of Ontario Disability Plan (HOODIP). The Hospital will provide a summary of the benefits under the 1982 Hospitals of Ontario Disability Plan (H.O.O.D.I.P.) to the Unit Chairperson upon ratification of the collective agreement.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year after the employee has completed five (5) years of service with the Employer.

- (b) The Employer shall have the right, if an employee has been absent in excess of three (3) consecutive shifts, or more, to demand production of a medical certificate satisfactory to the Employer confirming that the employee's absence has been due to injury or illness. Such medical certificate must also indicate that the employee is fit to resume work and shall be dated during the term of the absence, if the Hospital has given sufficient notice prior to the employee returning to work of its demand for such a certificate.

The Employer shall bear the total cost of all medical certificates required upon production of a valid receipt. Any cost associated with obtaining a medical certificate (e.g. mileage, etc.) will not be subject to reimbursement.

When such medical certificate is demanded and not produced by the employee, the employer shall not be required to pay the employee's wages for the time away from work.

Except as otherwise directed, employees who are unable to report for work at their scheduled starting time due to illness, must notify their immediate supervisor as soon as reasonably possible prior to the start of the employee's regularly scheduled shift. If the employee is unable to contact their immediate supervisor directly, they will leave a phone number where they can be reached.

When reporting to the Hospital, that they will be absent due to illness, an employee will indicate the expected date and time of their return to work. If it is impossible to advise of when they anticipate a return to work, the above requirements of notification will be performed each scheduled shift. When a date and time of return is determined, an employee shall advise his/her immediate supervisor as soon as reasonably possible prior to the start of the employee's regularly scheduled shift.

ARTICLE 21 - MODIFIED WORK

21:01 The Hospital and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Further the parties agree to comply with the return to work provisions as described under Section 40, 41 and 42 of the Workplace Safety and Insurance Act, 1997 (as amended from time to time). The process, as outlined in 21:01 (b), will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under Ontario's Human Rights Code. Consequently, the following Modified Work Program will apply:

(a) **Modified Work Program for Occupational Illness/Injury**

- i) Once a claim is established with, and approved by the Workplace Safety and Insurance Board (W.S.I.B.), it will be monitored by the Hospital.
- ii) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- iii) Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union representation) and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Health and Safety Representative.
- iv) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker.
- v) It is understood that the Health and Safety Representative of the Union may accompany the worker to any meetings if the injured worker so desires.
- vi) The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- vii) The injured worker will receive full wages and benefits while on the Program.
- viii) Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

(b) **Modified Work Program for Non-Occupational Illness/Injury**

Where an employee cannot perform the essential duties of her/his job due to a non-occupational injury/illness, the Hospital will attempt to accommodate the employee. The employee shall provide to the Employee Health Department, a

medical note from his/her treating physician(s) indicating the employee's medical restrictions.

Once these restrictions are provided, the process as outlined in paragraphs (2), (3), (4), (5), (6) and (8) in article 21.01(a) above will apply. If for any reason, an employee is not satisfied with the results of modifications to their job, the employer agrees to meet with the employee and their union representative to resolve outstanding issues within thirty (30) days of being requested to do so. Copies of any ergonomic assessments will be provided to the union in advance.

21:02 Occupational Health and Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness;
- (b) The Hospital and the Union agree to abide by the provisions of the Ontario Occupational Health & Safety Act, as amended from time to time.

ARTICLE 22 - HEALTH AND EARNED BENEFIT PLANS

22:01 Life Insurance

The Hospital undertakes to enrol all full-time employees covered by this Agreement in the Life Insurance Plan, providing life insurance for each employee in the amount equivalent to twice his annual earnings calculated to the nearest five hundred dollars (\$500.00). The Hospital agrees that it will continue to pay one hundred per cent (100%) of the monthly premium charged for such life insurance coverage.

All full-time employees covered by this Agreement will be required to be in such plan on the basis set out above as a condition of their employment, and all new full-time employees within the bargaining unit shall be required, as a condition of their employment, to enrol in the said plan on the above basis upon completion of three (3) months continuous service with the Hospital.

22:02 Drug Prescription Plan (Extended Health Care)

The Hospital will provide full-time employees in the bargaining unit with the Greenshield Drug Prescription Plan with \$3.00 co-pay and with the Extended Health Care Plan and the Hospital will, during the term of this Agreement, pay to the said Plan one hundred per cent (100%) of the premium therefore. The Greenshield Drug Prescription Plan will include mandatory generic substitution (override with adverse reaction only). The plan shall provide for the inclusion of over-the-counter (OTC) drugs.

Plan to provide Massage Therapy to annual maximum of three hundred and fifty dollars (\$350.00) with no cap per visit and annual PSA testing. Plan to provide Chiropractic Services to annual maximum of three hundred and fifty dollars (\$350.00), with the removal of the fifteen visit qualifier. Plan to provide coverage for hair pieces, \$500.00 lifetime maximum.

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

22:03 Vision Care Plan

The Hospital will provide full-time employees in the bargaining unit with the Greenshield Vision Care Plan with a maximum coverage of four hundred dollars (\$400.00) over a period of twenty-four (24) months with the Hospital paying 100% of the premium charged therefore.

Eye exams every two (2) years to a maximum of ninety dollars (\$90.00).

22:04 Audio Plan

The Hospital will provide full-time employees in the bargaining unit with the Greenshield Audio Plan (lifetime maximum \$1,000 per individual) with the Hospital paying one hundred per cent (100%) of the premium charged thereof.

22:05 Dental Plan

- i) The Hospital agrees to contribute for each active full-time employee seventy-five per cent (75%) of the premium for Greenshield Dental Plan (or equivalent) based on the current O.D.A. fee schedule, the balance being paid by the participating employee through payroll deduction.
- ii) Such Plan will include Orthodontics coverage with 50% co-insurance with a lifetime maximum of \$1500.00 for dependents age nineteen (19) and under only.
- iii) The Hospital will provide Blue Cross Rider #2 (or equivalent) complete and partial dentures and Blue Cross Rider #4 (or equivalent) crowns, bridgework and repairs to same. Blue Cross Rider #2 (or equivalent) and Blue Cross Rider #4 (or equivalent) will be provided at 50% co-insurance, with a \$1500.00 five year maximum per family member.

22:06 Semi-Private

The Hospital will provide the Greenshield Semi-Private Plan for each full-time employee in the active employ of the Hospital, and the Hospital agrees to contribute one hundred per cent (100%) of the premium thereof.

22:07 Pension Plan

It is agreed that full-time employees, as a condition of employment, will participate and part-time employees may participate in the Healthcare of Ontario Pension Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such Plan.

22:08 Substitution of Carrier

The Hospital may, at any time, substitute another carrier for any plan provided that the benefits provided thereby are the same. Such substitution will not occur on less than sixty (60) days notice to the Union.

22:09 Continuance of Benefits

If an employee is absent due to personal illness or injury, the Hospital will continue to pay the applicable percentage of the premiums for a period of three (3) months from the commencement of the illness or injury for the following benefits:

Group Life	Audio
Drug Benefits Plan	Dental
Extended Health Care	Semi-Private
Vision	Out-of-Province

When an employee is on approved absence without pay, the Hospital shall not contribute to the payment of subsidized employee benefits past the end of the month following the date the absence began, and the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. In order to ensure coverage, employees may arrange with the Hospital to prepay the full premiums for such benefits for the entire period of absence.

22:10 Benefits on Early Retirement

The Employer agrees to provide health care benefit coverage identical to that provided to active employees for retirees who are in receipt of HOOPP and who are age 55 up to and including age 64 on a seventy-five percent (75%) employer and twenty-five percent (25%) employee premium share basis.

The Employer agrees to contact employees who retired between the expiry of the previous agreement and the ratification of this agreement at their last known address and offer such employee the ability to enrol into the benefits provided herein. Premium payments shall not be retroactive.

The number of employees in the bargaining unit allowed to access these benefits shall be limited as follows:

The Hospital will distribute to each Unifor member a form upon which the employee can indicate if it is their intention to retire during the next calendar year. This form will be distributed between October 15th and November 1st. This form will request the employee's name, classification, planned retirement date and ask whether the employee would like to participate in the early retiree benefits with the Hospital. This form will indicate that their stated intention to retire is not binding upon them.

After November 1st of a given year, the Hospital will compile a list of all individuals who have responded positively to both an intention to retire and an intention to participate in the early retiree benefits. This list will be ranked in accordance of highest seniority. The results will be shared with the Unifor and the individuals. Any member who decides after November 1st can add their name to the list however they will be placed on first come first served basis after those on the list.

In any given year the Hospital will provide up to three (3) early retirement benefit packages at a level outlined in the collective agreement from list prepared above.

22:11 **Benefits Age 65 and Older**

Extended health care (including vision and audio), semi private and the dental plan 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).

ARTICLE 23 – CLOTHING ALLOWANCE

23:01 The Hospital shall supply two (2) pairs of coveralls annually to each employee for use when doing dirty work.

23:02 The Hospital shall supply five (5) uniforms (consisting of shirts and pants) annually to each employee for use when doing dirty work. Employees shall be in uniforms at all times.

23:03 The Employer agrees to provide an adequate number of safety glasses and safety helmets for use by members of the bargaining unit if, and when they are engaged in work which requires such protection. The Employer will cover full cost of prescription safety glasses for any employees who require them.

23:04 The Hospital shall supply each employee with a winter parka for use when performing work outside in inclement weather.

23:05 i) The purpose of the safety shoe allowance is to reimburse members of the bargaining unit for the purchase of safety shoes or boots that must be worn at all times to perform work;

ii) Employees will be entitled to payment of three hundred dollars (\$300.00) subject to statutory deductions once per calendar year in April.

ARTICLE 24 – TOOL REIMBURSEMENT

24:01 The Hospital shall provide a tool allowance of one thousand dollars (\$1,000.00) once each fiscal year. It is agreed that this allowance is a taxable benefit. It is agreed that the tools purchased shall be within their area of expertise.

Effective April 1, 2022 the tool allowance shall increase to twelve hundred dollars (\$1200.00) once each fiscal year.

Effective April 1, 2023 the tool allowance shall increase to one thousand three hundred dollars (\$1300.00) once each fiscal year.

ARTICLE 25 - WAGES

25:01 Schedule "A" attached hereto shows the classifications and wage rates of the employees covered by this Agreement with effect from the dates set out herein. It is mutually agreed that the said Schedule and contents thereof shall constitute a part of this Agreement.

25:02 Wages shall be paid bi-weekly by direct bank deposit.

ARTICLE 26 - UPGRADING COURSES

26:01 Where the Hospital requires the successful completion of an up-grading course for skills used on the job, the Hospital will pay for all hours at straight time, travel expenses, tuition, and required books or course materials. All expenses must be approved in advance according to Hospital travel and associated policies.

26:02 The Hospital will pay to the Paid Education Leave Fund of Unifor a lump sum of \$1000.00 during the life of the Agreement.

ARTICLE 27 - SUPERVISORY PERSONNEL

27:01 Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees covered by this Agreement, except for the purposes of instruction or cases of emergency.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28:01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.

(b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

ARTICLE 29 - GENERAL

29:01 Bulletin Board

The Employer agrees to provide an employee's bulletin board located on the premises of the Employer in a location which it considers to be convenient for employees. The Employer agrees to permit regular Union notices to be posted on the said bulletin board subject to approval by an officer or officers designated by the Hospital. Such approval will not be unreasonably withheld, however, there shall be no distribution or posting by employees of pamphlets, advertising, or political matter, cards, notices or any other literature on the employer's property, or on the employer's time, except as herein provided.

29:02 It is agreed that the Hospital shall be entitled to retain one hundred per cent (100%) of any Employment Insurance premium reduction or rebate towards offsetting the cost of benefits as negotiated by the parties.

29:03 Whenever the singular or masculine is used throughout this agreement, they shall be construed as meaning the plural, feminine or neutral gender where the context, or the parties hereto so require.

29:04 The Hospital shall provide a copy of this Collective Agreement to all current and new employees.

29:05 The Hospital agrees to replace tools, which have been personally acquired by members of the bargaining unit and which are broken or worn out, in the course of use in the employee's work at the hospital provided the Hospital considers such tools to be reasonably necessary for the performance of the designated work. This provision does not apply to the replacement of batteries that have become worn out.

ARTICLE 30 - DEFINITIONS

30:01 The words "continuous service" or "continuous employment" when used in this agreement, shall mean an unbroken period of employment, provided however, that absence during an employee's scheduled days off or during vacations and statutory holidays will not be considered a break of employment.

30:02 Skilled Trades

1. Skilled trades for the purpose of this agreement shall be those trades and classifications as listed below:

- 2nd Class Engineer
- 3rd Class Engineer
- 4th Class Engineer
- Maintenance Mechanic
- Electrician
- Plumber

All boilers and compressors shall be operated by licensed Engineers only (except as otherwise required for maintenance and/or testing).

2. The term "journeyman/woman" as used in this agreement shall mean any person:

- (a) who presently holds a journeyman/woman classification in a skilled trades occupation as listed in one above, or
- (b) who has served a bona fide apprenticeship of four (4) years – 8000 hours or five (5) years – 9000 hours and holds a certification which substantiates his/her claim of such service, or

- (c) who has eight (8) years of practical experience in the skilled trades or classifications in which he/she claims journeyman's designation and can prove same. A Unifor Journeyman/woman card will be accepted as proof.
- 3. Any further employed in the skilled trades occupations as listed in one above, after signing of this agreement, shall be limited to journeymen/woman and apprentices.
- 4. Should the Employer choose to implement an apprenticeship program it will meet with the Union to discuss this matter prior to entering into an agreement with the Ministry.
- 5. The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, (currently one-half {1/2} hour per year) from those employees who are identified by the parties as skilled trade as set out above. This first deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in January in each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the Union.

ARTICLE 31 – LAYOFF AND RECALL

31:01 (a) In the event of a proposed layoff of a permanent or long-term nature, which affects, or could affect, the Bargaining Unit the Hospital shall:

- i) provide the Union with no less than one hundred and fifty (150) calendar days notice (in writing) of such lay off and;
- ii) provide the affected employee(s) with no less than ninety (90) calendar days notice (in writing) of such layoff.

The Employer agrees to meet with the Union and discuss the reasons for such layoff, or reduction of hours if full-time, possible alternatives to it, and the method of implementation, including the numbers of employees to be affected.

- (b) In the event of a layoff, for a period of six (6) weeks or less, the Employer shall give each employee in the Bargaining Unit, who has acquired seniority, no less than one (1) week's notice.
- (c) However, the above notices will not be required if a lay off occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
- (d) A copy of any layoff notices shall be sent to the Union at the same time as it is given or mailed to employee(s) concerned.

31:02 (a) In the event of layoff, such layoff shall be according to seniority within the classification and according to the position and status in the Department in which such reduction occurs.

- (b) Prior to the reduction of any full-time or part-time employee as provided above, the working hours of the casual, temporary, term certain and probationary employees in the classification and Department affected shall be first reduced.
- 31:03 (a) A full-time employee who is to be laid off shall be entitled to:
- i) accept the layoff or;
 - ii) displace any less senior full-time or part-time employee within any department provided the full-time employee has more seniority than the employee they seek to displace and provided the full-time employee has the qualifications and ability to perform the work performed by the less senior employee.
- (b) A part-time employee who is to be laid off shall be entitled to:
- i) accept the lay off or;
 - ii) displace any less senior part-time employee within any department provided the part-time employee has more seniority than the employee they seek to displace and provided the part-time employee has the qualifications and the ability to perform the work performed by the less senior employee.
- (c) In all cases, the retained employee must have the qualifications and ability to perform the work of the position and require no training other than orientation.
- (d) Any people displaced through this procedure shall themselves to be entitled to utilize the procedure.
- 31:04 (a) Employees shall be recalled from layoff in reverse order to the layoff procedures provided in Article 31:03.
- (b) Vacancies (within the bargaining unit) that the Employer intends to fill will be filled through the Job Posting procedure unless an employee has been displaced or laid off from that position within twenty-four (24) months of the vacancy, at which time a recall shall occur. It is understood that all laid off employees shall be deemed to have applied for any such vacancy.
- (c) Subsequent vacancies shall be filled as per 31:04 (b) above.
- (d) In all cases, the recalled employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.
- 31:05 (a) An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union as well. It will be the responsibility of the employees to ensure that their addresses are correct.
- (b) Such employee shall have five (5) working days to report and advise the Employer of their intent to report to work.

31:06 An Employment Insurance (E.I.) Record of Employment form will be furnished to a laid-off employee within seven (7) days following the date of layoff.

31:07 **Benefits of Layoff**

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium costs of a benefit or benefits for up to twelve (12) months following the end of the month in which the layoff occurs. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff.

31:08 **Severance and Retirement Options**

In the event of a layoff affecting the permanent reduction of bargaining unit positions, the parties agree that they will meet to identify the number of positions within a classification that will be eliminated as a result of the layoff. The Hospital is not required to make early retirement options available beyond the identified affected classification(s) and this Article will not apply on subsequent displacements, if any.

For the sake of clarity these severance allowance provisions do not apply to layoffs resulting from internal reorganization where there is no reduction of either full time or part time positions in the bargaining unit.

The parties agree that where there is a permanent reduction of positions, employees affected will be entitled to the following options.

- (a) Where an employee resigns effective within thirty (30) days after receiving notice of layoff pursuant to Article 32:08 (a) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).
- (b) Prior to issuing notice of layoff pursuant to Article 32:01 (a) to employees in the affected classification in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of active employees eligible for early retirement under HOOPP within the affected classification(s) in order of seniority to the extent that the maximum number of employees within an affected classification who elect early retirement is equivalent to the number of employees whose positions have been eliminated within the affected classification.

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature in the affected classification may retire provided that the employee is eligible to retire under the terms of the Healthcare of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis

of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump sum payment equal to one thousand dollars (\$1,000.00) for every year less than age sixty-five (65), to a maximum of five thousand dollars (\$5,000.00).

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

ARTICLE 32 - TERMINATION

32:01 This Agreement shall continue in effect from April 1st, 2021 to and including March 31st, 2024 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other, in writing, that it intends to amend or terminate this Agreement by notifying the other party within the period from ninety (90) to sixty (60) days preceding the expire date of this Agreement that it intends to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations within thirty (30) days after the giving of notice if so requested.

ARTICLE 33 - RETROACTIVITY

33:01 Retroactivity shall be paid for all hours paid by the employer to all employees on the payroll as of the expiry of the previous agreement, and to all new employees hired since the expiry date on the basis of the negotiated/arbitrated wage rate. Retroactive pay will identify total hours paid and will be paid by the pay day of the fourth (4th) full pay period after the latest ratification by the Hospital or the Union, whichever last occurs.

If an employee had terminated their employment since the expiry date of the previous Agreement, the employer shall advise the employee by notice in writing to the last known address on the records of the employer, and the employee shall have thirty (30) days from the posting within which to claim for payment due. A copy of such letters shall be sent to the Chairperson. Failing claim of payment, the employer shall not be further obligated for payment to such employee.

SCHEDULE "A" – WAGE RATES AND CLASSIFICATIONS

Classification	Expired Rate	April 1, 2021 +1%	April 1, 2022 +1%	April 1, 2023 +1%
Chief Engineer	\$31.8528	\$32.1713	\$32.4930	\$32.8179
3 rd Class Engineer, Electrician, Plumber	\$29.1631	\$29.4545	\$29.7490	\$30.0465
2 nd Class Engineer	\$32.7335	\$33.0608	\$33.3914	\$33.7254
4 th Class Engineer	\$27.2681	\$27.5408	\$27.8162	\$28.0944
Main. Mechanic	\$29.1630	\$29.4545	\$29.7490	\$30.0465
Helper	\$24.1103	\$24.3514	\$24.5949	\$24.8409

LETTER OF UNDERSTANDING #1 – RE: PREMIUM PAY LIEU TIME

With respect to the ability in Article 15:04 for an employee to elect whether to receive premium payment for work on a holiday or to take time in lieu of payment, the parties had discussions about the issue of banking and utilization of time in lieu of premium payment and specifically the issue of lieu time accumulated but not used during the course of negotiations for the 2007 renewal collective agreement.

As a result of those discussions, the parties agree to institute a six (6) month trial period defining the banking and use of lieu time:

1. The Hospital shall prepare a list of employees with their accumulated lieu time currently owing to them and shall review that list with each employee and a union representative in order to develop a plan for the scheduling of the lieu time or payment of the lieu time within six (6) months of the ratification of the renewal collective agreement;
2. Where an employee has worked on a paid holiday and accumulated approved hours for which he is entitled to receive premium such employee shall have the option of electing payment at the applicable premium rate or equivalent time off;
3. In no case will an employee be entitled to bank more than forty-eight (48) hours of lieu time as prescribed in Article 11:05. Once an employee has accumulated forty-eight (48) hours of lieu time he must be paid premium payment for work on the holiday and will not be allowed to elect the option of equivalent time off until his accumulated lieu bank drops below forty-eight (48) hours.
4. An employee electing to take equivalent time off may do so at a mutually agreed upon time but not to be taken later than six (6) months from the date the premium payment was earned. Failing such mutual agreement within the period of six (6) months the employee shall receive the equivalent payment for the premium earned.
5. Following the trial period the parties agree to review the use of lieu time and to discuss the extension of lieu time accumulation for other types of premium payment (ie overtime) not currently provided for in the collective agreement.

LETTER OF UNDERSTANDING #2 – RE: PRESCRIPTION SAFETY GLASSES

During 2007 collective bargaining, the parties discussed the possibility that on occasion an employee who has already had an eye examination covered by Article 22:03 of the collective agreement and who does not need to wear prescription safety glasses in the workplace may require a second examination at a later date for the purpose of assessing the need for prescription safety glasses. In this limited instance only, employees will be entitled to a second eye examination as prescribed in Article 22:03 of the collective agreement.

LETTER OF UNDERSTANDING #3 – RE: CALL-INS

When calling employees the parties agree to the following:

If the requirement for staff is 'STAT' which is defined as danger to life, limb or property and must be attended to immediately the Union recognizes the employer's need to have staff report to site in a timely fashion. It is agreed that if there is no immediate answer at the employee's preferred posted numbers, the next available staff qualified to complete the task will be contacted. The original contact and each subsequent contact will be charged for the overtime hours. It is the responsibility of the employee placing the call to ensure that all individuals contacted are noted on the Overtime Authorization Form. Failure to comply will result in non-equalization of overtime.

However, if the requirement for staff does not meet the above definition and can safely be attended to within the next four (4) hours, fifteen (15) minutes shall be considered acceptable for the affected employee to return the call. It is agreed that at the end of this time the next available staff qualified to complete the task will be contacted. The original contact and each subsequent contact will be charged for the overtime hours. It is the responsibility of the employee placing the call to ensure all refusals to work are noted on the Overtime Authorization Form. Failure to comply will result in non-equalization of overtime.

LETTER OF UNDERSTANDING #4 - RE: STANDBY, CALLBACK AND TELEPHONE CONSULTATION

- (a) Standby will be scheduled by the Director/Supervisor of Facilities or delegate in an equitable manner;
- (b) Employees will not be scheduled for standby when on approved leave or vacation, or the scheduled days off prior to the vacation. A vacation day will include a twenty-four hour period that begins at 0700h on the date requested for vacation (standby may be scheduled in the 12 hours prior to the vacation day).
- (c) It is understood by the parties that the Hospital shall endeavor to schedule standby for employees between regular, consecutive scheduled shifts. An Employee may be scheduled for standby before a scheduled day shift. Standby will commence at 1900h and end at 0700h. Scheduled standby tours will not trigger premium payment for consecutive days;
- (d) Call-back will be initiated by the Director/Supervisor or delegate;
- (e) An Engineer assigned to standby is entitled to the call-in prior to overtime being offered.
- (f) An employee required to standby or remain available for call-back duty or telephone consultation on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour of standby time. Hours worked for call-back or telephone consultation shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each twelve hour period on standby even if called back to work. For purposes of Article 11, time for which an employee is scheduled on

standby does not constitute time "worked"; time for which an employee is "called back" or is involved in a telephone consultation does constitute time "worked".

- (g) Standby pay shall, cease where an employee is called in to work, and works during the period of standby.
- (h) An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) his regular straight time hourly rate for work performed on each call-back. In the event that the four (4) hour periods for successive call-backs overlap, however, the employee will not be entitled to more than time and one-half (1½) his regular straight time hourly rate in respect to the period(s) of overlap; and will not be entitled to greater than twelve (12) hours paid at time and one-half (1 ½) total for the standby shift. In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital. NOTE: This article does not apply where the employee elects to work additional unscheduled hours made available by the Hospital;
- (i) Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of 15 minutes' pay for a call received between 0700 hours and 2300 hours, and 30 minutes' pay for a call received between 2300 hours and 0700 hours, at time and one-half times (1½) his regular straight time hourly rate, or equivalent time 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 minimum 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;
- (j) This agreement shall continue unless otherwise agreed by the parties. Either party reserves the right to terminate this agreement upon the giving of one hundred and fifty (150) days' notice to the other, however, it is understood that the termination of this agreement may require the Hospital to review the efficacy of extended tours.
- (k) It is agreed by the parties that this letter of understanding represents a variation to some provisions of the collective agreement and the parties agree to waive the application of those specific provisions on a without prejudice or precedent basis. All other terms and conditions of the collective agreement will prevail.

Issues arising from the implementation of this language will be discussed after a ninety (90) day trial period.

LETTER OF UNDERSTANDING #5 – RE: PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019 (BILL 124)

In the event that Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124) 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 renegotiated all additional issues affected by Bill 124 including any retroactive adjustments. Whereas, and further to this, the parties recognize that:

- (a) The wage rates and compensation increases bargained reflect the maximum increases in rates of pay allowable under the Act;
- (b) That the rates were imposed on the Union because of the wage restraint legislation and were not freely collectively bargained; and
- (c) But for legislation, the Union would not have agreed to such rates.

LETTER OF UNDERSTANDING #6 – HEALTH AND SAFETY/MENTAL HEALTH

The parties agree that a psychologically health work environment is a desirable objective for both the Home 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 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.

This will be a standing discussion item on the Joint health and Safety committee agenda.

LETTER OF UNDERSTANDING #7 – RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Company agrees to identify a racial justice advocate. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selectin of the facility Racial Justice Advocate.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members
- Assist with racial justice initiatives
- Promote access to community culturally appropriate services
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan
- Network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfil his/her duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Human Resources department. Such approval shall not be unreasonably withheld.

LETTER OF UNDERSTANDING #8 – RE: WOMEN’S ADVOCATE

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 counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the employer, the Union and the affected employees and will not be utilized by the Union or the employer to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the employer and the Union unless required by law to report.

Further, the parties agree to recognize one (1) Women’s Advocate to represent the Hospital’s three (3) Unifor Bargaining Units (said bargaining unit member may be from anyone of the three (3) Unifor Bargaining Units), who shall be a female Unifor member who can be called upon to meet with members who are experiencing a domestic abuse situation as required, discuss problems with them and make necessary referrals. The Hospital agrees to provide a confidential phone line that employees can access to contact the Women’s Advocate and a private room in which to meet. The Union will fund the training registration fee and the Hospital will fund up to three (3) day’s pay for such advocate to be trained. The balance of which will be paid by Unifor. Travel and lodging expenses will be reimbursed, on receipt, up to a maximum of two hundred, fifty dollars (\$250.00) per day of training, to a maximum of three (3) days. The Hospital reserves the right to approve any such training program.

SIGNED IN WINDSOR, ONTARIO THIS 3rd DAY OF Jan, 202~~2~~³.

HOTEL DIEU GRACE HEALTHCARE

UNIFOR AND ITS LOCAL 2458

Shen Mylon
Bonayville

Chris Lamb
K. Egan
McNown

cope343/dd