

COLLECTIVE AGREEMENT

Between:

ALEXANDRA MARINE
& GENERAL HOSPITAL

– And –



unifor
theUnion | lesyndicat

UNIFOR AND ITS LOCAL 2458

June 25, 2025 – June 24, 2027

TABLE OF CONTENTS

FOREWARD.....	3
ARTICLE 1 – PURPOSE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – NO DISCRIMINATION / HARASSMENT	3
ARTICLE 4 – UNION SECURITY	4
ARTICLE 5 – NO STRIKES OR LOCKOUTS	6
ARTICLE 6 – RESERVATIONS TO MANAGEMENT	6
ARTICLE 7 – REPRESENTATION.....	7
ARTICLE 8 – SENIORITY	8
ARTICLE 9 – GRIEVANCE PROCEDURE.....	11
ARTICLE 10 – DISCHARGE OR SUSPENSION.....	14
ARTICLE 11 – ARBITRATION.....	15
ARTICLE 12 – LAYOFF AND RECALL	16
ARTICLE 13 – EMPLOYMENT CLASSIFICATIONS.....	20
ARTICLE 14 – LEAVE OF ABSENCE	20
ARTICLE 15 – SICK LEAVE.....	25
ARTICLE 16 – JOB POSTINGS	27
ARTICLE 17 – UNION NOTICES	29
ARTICLE 18 – HOURS OF WORK.....	29
ARTICLE 19 – VACATION REQUESTS.....	35
ARTICLE 20 – PAID HOLIDAYS	37
ARTICLE 21 – EMPLOYEE BENEFIT.....	39
ARTICLE 22 – TECHNOLOGICAL CHANGE.....	42
ARTICLE 23 – MISCELLANEOUS	43
ARTICLE 24 – SALARY RATES AND PREMIUMS.....	46
ARTICLE 25 – BANKED TIME	48
ARTICLE 26 – RETROACTIVITY	48
ARTICLE 27 – PENSION PLAN	48
ARTICLE 28 – DURATION AND/OR TERMINATION	49
ARTICLE 29 – GENERAL	49
SCHEDULE “A” – WAGES	50
LETTER OF UNDERSTANDING #1 RE: DOMESTIC VIOLENCE	51
LETTER OF UNDERSTANDING #2 RE: TRANSFER TIME	52

LETTER OF UNDERSTANDING #3 RE: PAID EDUCATION LEAVE	52
LETTER OF UNDERSTANDING #4 RE: LABOUR MANAGEMENT MEETING	52
LETTER OF UNDERSTANDING #5 RE: WOMEN'S ADVOCATE	52
LETTER OF UNDERSTANDING #6 RE: PAY EQUITY	53
LETTER OF UNDERSTANDING #7 RE: VIOLENCE	53
<i>NEW</i> – LETTER OF UNDERSTANDING #8 RE: PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019 (BILL 124)	54
<i>NEW</i> – LETTER OF UNDERSTANDING # 9 RE: MENTAL HEALTH	54
<i>NEW</i> – LETTER OF UNDERSTANDING #10 RE: DIVERSITY, EQUITY AND INCLUSION COMMITTEE	55

FOREWARD

This Agreement resulting from Collective Bargaining between Alexandra Marine and General Hospital, Goderich, Ontario and Unifor and its Local 2458 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 our members to consult with their 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 exclusive Bargaining Agent for all Office and Clerical Employees of the Alexandra Marine & General Hospital in Goderich and Clinton, Ontario, save and except supervisors, persons above the rank of supervisor, human resources officer, financial and payroll analysts, privacy officers, administrative assistants, executive assistants, and employees in bargaining units for which any trade union held bargaining rights as of May 5, 2015.

2:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union, either individually or collectively, which will or might be interpreted to conflict with the terms and provisions of this Agreement.

ARTICLE 3 – NO DISCRIMINATION / HARASSMENT

3.01 No Discrimination

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of political affiliation or on the basis of race, creed, colour, national origin, sex, marital status, disability, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship as it may be set out in the Ontario Human Rights Code from time to time.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an

employee's membership or non-membership in the Union or because of their activity in the Union.

3.02 Workplace Harassment

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

Harassment 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 the policy meant to inhibit free speech or interference with normal relations.

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The Organization agrees that it will offer the member to invite a representative of the Union to be an active participant in any complaint under the Organization's Harassment Policy if the member of the Union is a complainant or respondent.

ARTICLE 4 – UNION SECURITY

4.01 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 Organization 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 Organization will provide a list of employees and their addresses once each year April 1st to the Union.

4.02 The Employer agrees that the Union Chairperson or Committeeperson will be given an opportunity to interview 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 organization 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.

Should there be a group of three (3) or more employees, a group orientation meeting can be arranged upon mutual agreement between the parties. The

maximum period of time for a group meeting will be calculated to equate a maximum of twenty (20) minutes per employee. The Union will be advised within thirty (30) days of the new employee being hired and will be advised monthly of the names of those who complete their probationary period.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5:01 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.

ARTICLE 6 – RESERVATIONS TO MANAGEMENT

6:01 Subject to the provisions of Article 6:02 hereof, and the right of employees to lodge their grievances hereinafter provided, the Union acknowledges that it is the exclusive function of the Employer to operate and manage the Hospital in all respects in accordance with its obligations, and in the interest of its patients, service to them and the welfare of the community at large, and:

- (a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, layoff, recall, schedule work, assign work, to increase or decrease the workforce, discipline and discharge, provided that a claim by an employee that they have been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein after provided. A probationary employee may be discharged at the sole discretion of the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedure. However, the Union reserves the right to grieve the termination of a probationary employee, if the termination is discriminatory, arbitrary or in bad faith.
- (b) To maintain order, discipline and efficiency; and
- (c) To establish and enforce rules and regulations, in an equitable and reasonable manner.
- (d) To safeguard the health and interests of the patients in the Hospital and the establishment of standards of care and quality.

6:02 The Employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable manner and/or in a manner that is inconsistent with the provisions of this Agreement.

6:03 The parties agree that any disciplinary action will be imposed upon an employee within fourteen (14) calendar days of the employees' Supervisor or designate being made aware of the incident giving rise to the discipline.

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

The parties further agree to extend such time frame if an active investigation into the incident is on-going.

ARTICLE 7 – REPRESENTATION

- 7:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee comprised of three (3) Employees of the Employer, and union representatives. The Employer shall recognize and deal with said committee with respect to any matters which properly arise for its consideration, provided that each member of the negotiating committee shall have not less than one (1) year's seniority with the Employer. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union.
- 7:02 The Employer acknowledges the right of the Union to appoint or otherwise select two (2) committeepersons and one (1) chairperson to assist employees on all shifts in presenting their grievances to the representative of the Employer.
- 7:03 The Union acknowledges that the Committeepersons and members of the Negotiation Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. The employee will report to their immediate supervisor directly upon completion of the union business.
- 7:04 It is understood that the committeepersons will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Employer will not deduct pay from such employees for time spent in negotiating with the Employer and in handling grievances of employees:
- (a) while negotiating a renewal of the within Collective Agreement as herein provided up to but not including arbitration;
 - (b) in the case of a rights grievance, up to but not including arbitration proceedings.

It is understood that the foregoing does not apply to time spent on such matters outside of regular working hours. However, if a committeeperson is called to work prior to the start of their shift and/or stays at work past the end of their shift in order to attend a meeting with representatives of the Hospital, all such time before or after the regular shift will be treated as regular time and will be paid at straight time.

- 7:05 Negotiating Committee members who are scheduled on other than day shift shall have their shift changed to "days" for the purpose of attending negotiations. Days upon which negotiations occur shall be considered as days of work for all Negotiating Committee members. Such changes shall not subject the Employer to any premium payment.
- 7:06 If in the performance of their duties as Union representative, an employee is required to enter any area within the Hospital, they shall, upon entering such area, immediately report their presence to the immediate Supervisor of the area.
- 7:07 The Employer agrees to copy to the chairperson any correspondence sent to the Union office dealing with or affecting the Bargaining Unit as a whole, or its members.
- 7:08 The Employer agrees to retain the Chairperson at work during any lay-offs in employment within the bargaining unit during their term in office.
- 7.09 The Employer agrees to provide access to phone and fax to the Union Committee. The Employer further agrees to provide the Union with a secure filing cabinet kept in a mutually agreed upon location.

7.10 Union Time for Unit Chairperson

The Employer agrees to allow the Bargaining Unit Chairperson, or their designated alternate, to have up to **seven and a half (7.5)** hours per month, paid as hours from their applicable shift rate, utilized in order to deal with Union matters in support of Bargaining Unit members. Further to this, and in good faith, when reasonable notice has been given, the parties recognize, upon such member requests, the Union and its Union Representatives, shall be replaced on the floor to cover their specific duties as operationally required and reasonably approved. It is understood that this does not constitute a violation of Article 18.01. Additionally, planned and identified meetings as outlined within the Collective Bargaining Agreement shall, as mutually agreed for alternative dates, establish the scheduled meeting review with the intent to provide shift coverage for the participating Union Representatives. Where additional time is required for fulfillment of Union business, the Union shall discuss this with the Hospital as far in advance as possible to determine feasibility.

ARTICLE 8 – SENIORITY

- 8.01 Until a full time or part time employee has completed a probationary period of four hundred and fifty (450) worked hours from the last date of hire into the bargaining unit, they shall be considered to be on a probationary basis.

- 8.02 During the probationary period, the Employer will assess the performance, abilities and suitability of the newly hired Employee. Where the employer has concerns regarding the performance, abilities and suitability of the Employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitability necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.

The provisions of Article 9 and 11 shall not apply to the discharge of a probationary employee nor shall the provisions of those articles be available to the Union with respect to the discharge of any probationary employee. However, the Union reserves the right to grieve the termination of a probationary employee, if the termination is discriminatory, arbitrary or in bad faith.

- 8.03 Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing subject to the terms of this Agreement, accruing from the last date of hire into the Bargaining Unit.

(a) Full-Time

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

(b) Part-Time / Casual

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

- 8.04 A copy of the full-time and part-time and casual seniority lists will be posted by the first pay after April 1st and October 1st of each calendar year on the Employer's document management system with email alerts to all members. One list shall show the names of the full time employees, their date of hire. The other list shall show the names of part time and casual employees who are regularly employed, and their total hours worked to date. Seniority as posted will be deemed final and binding and not subject to complaint unless such complaint is made within thirty (30) days from the first date of posting.

- 8.05 An employee whose status is changed from full time to part time shall receive credit for their full service and seniority.

- (a) An employee whose status is changed from part time to full time shall receive credit for seniority and service on the basis of one (1) year

equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

- (b) If at any time the seniority of a part time employee is to be compared with the seniority of a full time employee for any reason, a part time employee's seniority shall be converted to the equivalent full time seniority on the basis of 1725 hours worked as one year.
- (c) Notwithstanding, at no time and for any reason can a part time employee's seniority pre-date their actual date of hire after the conversion to the full time equivalent.

8.06 An employee's seniority shall be cancelled and their employment shall be terminated for any of the following reasons:

- (a) If the employee quits or retires; or
- (b) If the employee is discharged for just cause and their discharge is not reversed through the grievance procedure; or
- (c) If the employee has been laid off for a period in excess of twenty-four (24) consecutive months without being recalled to work by the employer; or
- (d) If the employee is absent from scheduled work for more than three (3) consecutive working days without providing to the Employer a satisfactory reason for such absence unless the provision of such reason was not reasonably possible; or
- (e) If the employee overstays a leave of absence, vacation leave or suspension enforced or granted by the Employer without approval of their Supervisor or designate; or
- (f) If the employee is absent due to illness or injury covered by the Workers' Compensation Act for thirty-six (36) consecutive months; or
- (g) If when notified by the Employer to return to work after a layoff, the employee fails to inform the Employer of their intent to return to work within seven (7) days of receipt of notification by registered mail at the employee's last known address as it appears on the Employer's records. It shall be the responsibility of each employee at all times to keep the Employer informed of their correct home address. For the purpose of this sub-article a returned registered letter is deemed notification as of the date it is returned.

- 8.07 Employees of the Employer coming into this bargaining unit after the effective date of this Agreement from non-union positions, positions covered by other unions, or from casual or temporary status will carry any accumulated seniority with them for purposes of vacation entitlement and sick leave accumulations, but will have seniority from date of entry into this bargaining unit for purposes of job posting, choice of vacation time and layoff, subject to the usual probationary period.
- 8.08 Any conflict or grievance having to do with the observation or non-observation of seniority rules as herein set out may be referred to the grievance procedure starting at Step Number 2.
- 8.09 In the event of an employee's absence without pay from the Employer exceeds a minimum of sixty (60) days, the employee will not accumulate service for any purposes under the collective agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Where an employee is on sick leave or receiving WSIB benefits or has qualified for WSIB benefits and is awaiting payment, or Long Term Disability seniority for all purposes shall continue.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9:01 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 they have first given their immediate supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their 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 their 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 is the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

9:02 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 them self institute and the regular grievance procedure shall not be thereby by-passed.

9:03 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 they have 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.

9:04 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.

9:05 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 10 – DISCHARGE OR SUSPENSION

10.01 The Employer shall not discharge any seniority employee without just cause. The Employer shall direct a letter to the employee concerned, stating its reasons for any discharge or suspension. A copy of the letter of discharge or suspension will be supplied to the Union at the same time.

10.02 Discipline Warnings

Whenever the Employer deems it necessary to give an employee a warning which is to become part of that employee's employment record, such warning shall be given to the employee in writing and shall be discussed with the employee personally and privately. However, the employee shall be advised of the purpose of such a meeting in advance, and shall have the right to request the assistance of a committeeperson, or an officer or National Representative of the Union, and the meeting shall then not proceed until one of the foregoing persons is available to be present. The Employer will deliver a letter to an employee being disciplined, setting out the nature of the offence and the discipline being imposed at the same time of the disciplinary meeting. A copy of such letter will be sent to the Union Chairperson at the same time.

- 10.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee **sixteen (16)** months following the receipt of such letter, suspension or other sanction.
- 10.04 Immediately prior to the discipline meeting the Organization will provide the Union representative with notification of the impending discipline. In all cases of suspension or discharge, a Union committeeperson will be present, unless that right is waived by the employee in writing and signed off by the Union Committeeperson in their presence. A copy of the waiver will be forwarded to the Union at the same time.

ARTICLE 11 – ARBITRATION

11:01 Arbitration

- The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.
- 11:02 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.
- 11:03 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.
- 11:04 No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.
- 11:05 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.
- 11:06 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*.

11:07 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 12 – LAYOFF AND RECALL

12.01 Prior to issuing a notice of a permanent or long term layoff resulting in an individual losing employment, the employer will offer early retirement options in accordance with the following provisions:

- (a) the department, classification, and status (full time and/or part time) in which the layoff is to occur will be identified;
- (b) the employer will offer early retirement option(s), as per 12.02, to a sufficient number of employees eligible for early retirement under HOOPP within the department, classification, status identified for layoff as per 12.01 (a) in order of seniority, to the extent that the maximum number of employees within the department, classification, and status who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff;
- (c) should no employee, or an insufficient number of employees, elect the early retirement option, all probationary and temporary employees employed within the department and classification will be laid off first, irrespective of their status, provided that a senior employee wishes to accept the available temporary vacancy, until such time that the number of employees who would have otherwise received layoff notices as identified in 12.01 (a) has been achieved;
- (d) in the event that the number of employees identified for reduction in 12.01(a) is still not attained after exhausting the provisions of article 12.01 (b) and (c), layoff notices will be issued in reverse order of seniority as identified in 12.01 (a), providing that the employees who remain on the job then have the ability to perform the work;
- (e) the affected employee(s) who receive notice of layoff will then be entitled to exercise their rights under the collective agreement.

12.02 An Employee who elects early retirement pursuant to the foregoing, will be entitled to the following:

- (a) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks salary and, in addition, full time employees shall receive

a single lump sum payment equivalent to one thousand (\$1,000.00) dollars for each year less than 65 to a maximum of five thousand (\$5,000.00) dollars upon retirement. Where the employee who elects an early retirement option in accordance with this provision is part time, their retirement allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.

- (b) A full time or part time employee who is issued a notice of layoff pursuant to Article 12, in addition to the options set out in Article 12.03 and 12.04, may elect to resign and be entitled to the following:

Where an employee resigns within one (1) month (30 days) after receiving notice of layoff that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of 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 (\$3,000.00) dollars.

Where the employee who resigns in accordance with this provision is a part time employee, their separation allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.

When an employee resigns later than one (1) month (30 days) after receiving notice that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks salary and, upon production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250.00) dollars.

- 12.03 (a) A full time employee laid off pursuant to the procedure set out herein shall have the option to either take the layoff or displace the least senior full time employee in any department, on the shift of preference of the laid off employee, provided:

- i) the laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and
- ii) the employee to be displaced has the less seniority than the laid off employee.

- (b) If the laid off full time employee is unable to displace a full time employee pursuant to the procedure set out in 12.03 (a), the full time

employee shall have the option to either take the layoff or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided;

- i) The laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and
- ii) The employee to be displaced has less seniority than the laid off employee.

(c) A full time employee displaced through the above procedure shall themselves be able to utilize the procedure.

12.04 (a) A part time employee who has been laid off in accordance with the procedure set out above, shall have the option to either take the layoff or to displace the least senior part time employee in any department , on the shift or preference of the laid off employee provided:

- i) The laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and
- ii) The employee to be displaced has less seniority than the laid off employee.

(b) A part time employee displaced through the above procedure, shall themselves be able to utilize this procedure.

12.05 (a) In the event that a layoff is expected to be longer than thirteen (13) weeks in duration at least four (4) months written notice will be given to the union. Employees will be provided three (3) months' notice of layoff.

(b) In the event the layoff is for a period of less than thirteen (13) weeks in duration, the Employer will give two (2) weeks written notice to the employee.

12.06 The notice periods referred to in sub-article 12.05 above, shall not be required if the layoff 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.

12.07 Full time employees who displace part time employees pursuant to this Article shall maintain full time benefits for six (6) weeks. Full time employees who displace part time employees pursuant to this Article shall retain the right to be recalled to their previous classification for a period of twenty-four (24) months.

- 12.08 No new employee shall be hired in the department, classification, and status in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall as prescribed by the Article have been recalled to return to work. Where a position becomes available, in a department, classification, and status in which a layoff has occurred employees who retain seniority shall be recalled to the position in the department, classification, and status from which they were laid off or displaced for a period of twenty-four (24) months, in the order of their seniority, provided they have the ability to perform the available work.
- 12.09 In the event that an employee is recalled, the affected employee will be recalled to their original department, status, and classification in reverse order of layoff.
- 12.10 A copy of any layoff notice shall be sent to the union at the same time as it is given or mailed to employees concerned.
- 12.11 The Employer agrees to meet with the Union on request for the purpose of discussing the method of implementation of a layoff, recall and early retirement options.
- 12.12 If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when they are able provided they produce to the Employer, medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority. Should the employee upon their return to work displace a junior employee, the notice requirements as specified in sub-article 12.05 shall be waived.
- 12.13 No full time employee within the bargaining unit shall be laid off by reason of their full time duties being assigned to one (1) or more part time employees.
- 12.14 EI Record of Employment forms will be completed and forwarded online to Service Canada for a laid off employee within the time period as specified by Service Canada.
- 12.15 In all cases of layoff and displacement, seniority will be calculated as of the original layoff or displacement notice.

ARTICLE 13 – EMPLOYMENT CLASSIFICATIONS

13.01 Full Time

Full time positions are defined as those positions that are regularly scheduled seventy-five (75) hours or ten (10) shifts in a two (2) week pay period.

13.02 Part Time

Part time positions are those that are defined as being regularly scheduled up to forty-five (45) hours in a two (2) week pay period.

13.03 Casual

Casual positions are defined as positions that do not have scheduled shifts unless all other full time and part time employees at straight time cannot work the shift.

Casual staff who do not work any shifts in a three (3) month period due to refusing shifts offered will be notified that they will be removed from the casual list and employment may be terminated.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Personal Leave

- (a) The Organization may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Organization.
- (b) Applications for such leaves shall be in writing to the Organization and will be considered and approved by the Organization 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.

14.02 Leave for Union Business

- (a) Leave of absences for union business, such as conventions, seminars and educational classes, shall be given without pay up to an aggregate maximum for all employees of fifteen (15) days in one (1) calendar year provided such leave does not interfere with the continuance of efficient operations of the Hospital. Requests for such leave shall be made by the Union to the Employer not less than four (4) weeks prior requested commencement of such leave. The Employer agrees to continue such employee's wages during such leave of absence and the Union shall reimburse the Employer for the total cost of such wages. Not more than three (3) employees shall be eligible for such leave at any one time and of such three (3) employees, not more than one (1) shall be from any one department.
- (b) Upon application by the Union, in writing, the Organization will give a leave of absence, without pay, to an employee elected or appointed to full time union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of three (3) years from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the collective agreement. Where orientation is required upon any such employee's return to work, the union will be responsible for the cost of such employee's wage and benefits for up to four (4) weeks upon their return to work provided such employee is scheduled in addition to the regular compliment of staff for the purpose of orientation.

During such leaves of absence, the employee's applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such applicable benefits.

14.03 Pregnancy Leave

- (a) Leave of absence will be granted due to pregnancy pursuant to the provisions of the Employment Standards Act to employees with thirteen (13) weeks of employment. The maximum pregnancy leave is seventeen (17) weeks. The employee is required to give as much notice as possible (Minimum two (2) weeks), and include their anticipated return to work date. At such time they shall also furnish the Employer with their doctor's certificate as to pregnancy and the expected date of delivery.
- (b) The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least four (4) weeks in advance thereof.

- (c) Seniority and service will accrue, and the Employer will continue to pay its share of the premiums for benefit plans which the employee elects to continue for a period of up to seventeen (17) weeks for pregnancy leave and the total length of parental leave. It is understood that the employee will have premiums deducted by EFT (Electronic Funds Transfer) by the Employer on the first day of each month.
- (d) Part time employees shall accrue seniority on the basis of calculating the average hours of work during the preceding twelve (12) months or length of employment, whichever is less, and extending the average over the period of such leave.
- (e) The employee shall be reinstated when the leave ends to the position the employee held, if it still exists. If the position previously held no longer exists, the employee will exercise their rights under the layoff provisions.
- (f) An employee who is on pregnancy leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the 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 their regular hourly rate on their last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that they would be entitled to if they were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan hereby provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

The Plan is financed by the Employer, and a separate accounting record of benefits paid from the Plan will be kept by the Employer. The Employer will inform in writing the Canadian Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

14.04 Parental Leave

Leave of absence will be granted for parental leave pursuant to the provisions of the Employment Standards Act to:

- a. An employee who is a natural father;
- b. An employee immediately following their pregnancy leave;
- c. An adoptive parent.

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to if they were not on parental leave.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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 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.

14.05 Bereavement Leave

- (a) Any employee who notifies the Organization as soon as possible following a death will be granted bereavement leave for up to four (4) scheduled working days off without loss of regular pay from regularly scheduled hours within seven (7) calendar days of the date of death of spouse, child, step-child, or parent or step-parent

Any employee who notifies the Organization as soon as possible following a death will be granted bereavement leave for up to three (3) scheduled working days off without loss of regular pay for regularly scheduled hours within seven (7) days of the date of death of a member of their immediate family.

"Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent in-law, grandchild, guardian or step-sibling.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours within seven (7) days of the date of death of their aunt, aunt in-law, uncle, uncle in-law, niece, or nephew.

The Organization, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Organization may, nonetheless, grant a paid bereavement leave.

In order to qualify for the foregoing leaves, an employee may be required to submit reasonable proof of death (ie. Newspaper clipping, printed funeral notice).

For the purpose of bereavement leave, the relationship specified in the preceding clause are deemed to include common-law spouse and a partner of same sex.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate attendance at a funeral or memorial service or in order to accommodate religious and cultural diversity.

Only relatives who are linked through a current marriage are covered under this Article.

14.06 Jury & Witness Duty

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 they had not been required to serve as a juror or as a witness and had worked their normal shift, provided that the 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, their schedule will be changed to give them that weekend off, or one of the weekend days of their 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 15 – SICK LEAVE

15.01 Part Time Only

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

15.02 Full Time Only

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

15.03 Absence due to illness or injury compensated by the Workplace Safety and Insurance Board shall not be charged against sick leave entitlements.

15.04 The Organization shall provide a copy of the WSIB Form 7 to the employee at the time of filing it with the Workplace Safety and Insurance Board.

15.05 When the Organization intends to intervene or dispute a WSIB claim, the Organization shall notify the employee of its intention immediately.

15.06 Workplace Safety and Insurance Benefits and Sick Leave – An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance benefits for a period longer than one complete pay period may apply to the Organization for payment equivalent to the lesser of the benefit they would receive from the Workplace Safety and Insurance Board if their claim was approved, or the benefit to which they would be entitled under the short term sick portion of the disability income plan (HOODIP) or equivalent plan.

Payment will be provided only if the Employee provides evidence of disability satisfactory to the Organization and a written undertaking satisfactory to the Organization that any payments will be refunded to the Organization following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the

short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 15.07 The Organization will have the right to request production of a medical certificate when an employee has been absent from duty due to illness or injury **in excess of three days**. Upon production of a receipt, the Organization shall reimburse the employee for the full cost paid by the employee of any medical certificate **requested** pursuant to this provision.

Employees will attempt, when possible, to give five (5) business days' notice of their return to work, to their designated supervisor after an extended illness or injury that exceeds six (6) weeks and/or requires modified duties.

ARTICLE 16 – JOB POSTINGS

- 16.01 Where a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is established by the Organization such vacancy shall be posted by the Hospital for a period of seven (7) days both internally and externally, excluding Saturday, Sunday and Holiday. All applications are to be made in writing via email within the posting period.

The Organization agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant.

The Employer agrees to comply with the following procedures in respect of such job postings:

- (a) All permanent vacancies which the Employer is going to fill and /or new jobs which are created within the scope of the collective agreement shall be posted electronically, both internally, using the organization's intranet and all staff receive an email notification of such posting, and externally. The job postings shall remain posted for seven (7) days, exclusive of Saturdays and Sundays and paid holidays.

All postings shall include position, shift information and work area.

It is understood that with the knowledge of the Chairperson, the Organization shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the Employee selected to fill the vacancy to the job. The Employer will consider its operational and patient needs, those individuals who are qualified to perform the available work in the department and seniority. It is understood that with the knowledge of the chairperson, the organization may temporarily fill such vacancies during the posting period. No grievance may be filed concerning such temporary arrangements.

- (b) It is further agreed that applications for job postings must be submitted by email to Human Resources. Human Resources will confirm by email to the applicants that the application was received before deadline of the job posting.
- (c) In determining whether any applicant is qualified to fill such vacancy, the Employer will consider the qualifications of the applicant to perform the requirements of the job. When in the judgment of the Hospital, which shall not be exercised in an arbitrary or unfair manner, the qualifications to perform the requirements of the job are relatively equal as between two (2) or more applicants, seniority shall be the governing factor.
- (d) The Employer will email the name of the successful applicant to the Chairperson as soon as possible upon receiving signature of acceptance of the letter of offer. All unsuccessful applicants will be emailed a regret letter.
- (e) It is understood that the successful applicant to a job posting pursuant to this article will have forty-eight (48) hours to accept such offer after notification confirmation. If the successful applicant to a job posting declines the position, the position will then be offered to the next successful applicant under the provisions of Article 16.01(c). If the second successful applicant declines the position, the process will continue, subject of the terms of this Article.

16.02 (a) The successful applicant for a posted position will be on a trial period of thirty (30) days worked. If the Hospital and the employee agree that they should stay in such new job, seniority privileges shall transfer with the employee and the procedure set out in Article 8 shall be utilized if required. In the event that employees revert to their previous jobs at the discretion of the Employer or employee, they shall maintain all the seniority of the previous employment.

- (b) If a successful applicant for a job posting reverts to their previous job under the provisions of Article 16.02(a), the Employer will select a second successful applicant under the provisions of Article 16.01(c) from among the original applicants for such posting, and if the second successful applicant reverts to their previous job under the provisions of Article 16.02(a), the Employer will repost the vacancy.

16.03 Temporary Vacancies

Vacancies which are not expected to exceed six (6) months and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) shall be considered temporary vacancies. It is understood that with the knowledge of the chairperson, the organization may temporarily fill

such vacancies considering its operational and patient needs, qualifications of people to perform the available work in the department and seniority.

Vacancies which are expected to exceed six months will be posted according to 16.01.

ARTICLE 17 – UNION NOTICES

17.01 The Employer agrees to provide a bulletin board located on the ground floor in the North Hall of the Building.

ARTICLE 18 – HOURS OF WORK

18.01 Tour of Duty

- (a) The normal tour of duty for full time employees shall be composed of seven and one half (7 ½) consecutive hours per day exclusive of one half (1/2) hour meal period. The regular work week for full time employees shall be thirty seven and one half (37 ½) hours exclusive of one (1/2) hour daily meal periods, or shall average seventy-five (75) hours exclusive of such daily meal periods during a bi-weekly pay period.
- (b) The normal tour of duty for part time employees shall be composed of not greater than seven and one half (7 ½) consecutive hours per day exclusive of one half (1/2) hour meal period. The regular work schedule for part time employees shall be up to forty-five (45) hours bi-weekly and outlined in 18.05.
- (c) Should the employer require any new shifts for employees, such will be discussed with the chairperson prior to implementation. Any such new shifts shall be a minimum of four hours. Full time employees shall not be required to work partial shifts.
- (d) **Minimum shift will be four (4) hours.**

18.02 Days Off

- (a) The regular work week for full time employees will be scheduled to provide for not more than six (6) consecutive days of work without days off. In any bi-weekly pay period, at least four (4) days off will be scheduled; two of these days off will be scheduled consecutively unless otherwise agreed by the full time employee or full time employees concerned and the Employer.

- (b) The regular work week for part time employees will be scheduled to provide for not more than six (6) consecutive days of work without days off, unless otherwise agreed by the part time employee.

18.03 Weekend Rotation

As operational requirements render the continuation of every weekend off not possible for any employee or group of employees, **the Employer shall ensure** all Employees, both full time and part time, shall be scheduled so that as to be given a minimum of two (2) weekends off in four (4). **Should an Employee be required to work a third (3rd) weekend in succession, they shall be paid at the rate of time and one-half (1 ½) for the third weekend. To qualify, the shift must be a minimum of 7.5 hours. This shall apply save and except where:**

- i. **such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or**
- ii. **such Employee has requested weekend work; or**
- iii. **such weekend is worked as a result of exchanging shifts with another Employee.**

18.04 Rest Periods

Employees shall be allowed the following paid rest and unpaid lunch periods.

- (a) Shifts greater than or equal to four (4) hours but less than five hours shall have one (1) fifteen (15) minute paid break scheduled during their shift;
- (b) Shifts greater than or equal to five hours shall have one half (1/2) hour unpaid lunch period scheduled during their shift;
- (c) Shifts greater than or equal to six (6) hours but less than seven and one half (7 ½) hours shall have one half (1/2) hour unpaid lunch period and one (1) fifteen (15) minute paid break scheduled during their shift.
- (d) Shifts of seven and one half (7 ½) hours shall have two (2) fifteen (15) minute paid breaks and one (1) one half (1/2) hour unpaid lunch period scheduled during their shift.

18.05 Posted Work Schedules

The hours and days of work of each employee shall be posted two (2) weeks in advance and shall cover not less than a **six (6)** week period.

Requests for specific days off are to be submitted in writing or email at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off. In any event, it is understood that any change in schedule initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment.

The parties understand that the employer can change the schedule of a part time employee, however, in so doing, will give a part time employee twenty-four (24) hours' notice of a change in their posted work schedule. If less than twenty-four (24) hours' notice is given, the change will be by mutual agreement, without any penalty.

Scheduling:

The workweek for all full time employees over a two (2) week period shall be seventy-five (75) hours.

Part Time Scheduling:

- (a) All part time employees within a classification in a department will be scheduled by equitably by seniority up to forty-five (45) hours in a two week period.

The Employer agrees to use its best efforts to ensure that all hours in excess of those regularly scheduled be distributed equally among employees in the same department in the same classification and in the same position.

- (b) Any remaining additional shifts will be scheduled to regular part time employees equitably on the basis of seniority. **Shifts offered and declined are counted towards equitable distribution.**
- (c) Any remaining shifts after (b) above will be offered to casual employees.
- (d) The Hospital will not schedule split shifts for any employee in terms of breaking up their shift of seven and one half (7 ½) hours and one half (1/2) hour meal period into two (2) or more components.
- (e) An individual may request weekend only work in writing and such request will be considered. If the request is granted then it is understood that hours for that individual will not be equal with the other part time employees.

Requests for shift exchange and shift giveaways will not be unreasonably denied.

18.06 Minimum Hours Between Shifts

A period of at least eleven (11) consecutive hours shall be scheduled between each tour of duty or between changes of shift for part time, except:

- (a) Where an employee agrees to a shorter time; or
- (b) Where a part time employee works less than a full seven and one half (7 ½) hour tour of duty on one of the two tours of duty, in which case the period between the tours of duty or between the shifts shall be at least ten consecutive hours.

Failure to provide at least eleven (11) hours rest between shifts or at least ten (10) hours rest where (b) above applies shall result in payment of overtime at established rates for any hours worked during such normal rest period.

- (c) There will be no less than a period of forty-eight (48) consecutive hours between scheduled shifts by a full time employee, who is required to rotate shifts, without the consent of the employee.

18.07 Reporting and Call-In

- (a) An employee who is scheduled to work the afternoon shift or the midnight shift but who is unable to report for duty on their scheduled shift shall notify their immediate Supervisor or designate of the fact three (3) hours in advance of the commencement of their scheduled shift except where the required notice was not given due to circumstances beyond the control of the employee. An employee who is scheduled to work the day shift but who is unable to report for duty on their scheduled shift shall notify their immediate Supervisor or designate of the fact as soon as possible in advance of the commencement of their scheduled shift. **An employee who does not report for duty or leaves their position without notifying their Manager could be subject to disciplinary action.**
- (b) An employee who reports for work for which they are scheduled but for whom no work is available shall be paid four (4) hours time calculated at their regular straight time rate of pay and shall be assigned work for those four hours within their classification.
- (c) Notwithstanding article 18.08, where the Hospital requires an employee to attend a meeting or short term in-service outside of their regularly scheduled hours, including e-learning, such employee will be paid at their straight time hourly rate for all such hours.

- (d) The Employer will make every effort to schedule such meeting or in-service during working hours.

18.08 Overtime

- (a) If an employee is required to work in excess of seven and one half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period (both exclusive of daily one half hour lunch periods) the employee shall be paid at time and one half of the employees basic straight time hourly rate. Provided, however, that there shall be no pyramiding of overtime in that an employee shall not be paid overtime pay for working both more than seven and one half (7 ½) hours per day and seventy-five (75) hours in a two (2) week period. Employees shall not be required to take time off in lieu of overtime unless the employee concerned so requests and arrangement is made for such time off at a time convenient to the employee and the employer. Such time off in lieu of overtime taken by the employee shall be taken on the basis of one and one half (1 ½) hours off for each hour of overtime worked. An employee shall not be scheduled to work more than six (6) consecutive days. The regular straight time rate of pay is that prescribed in "Scheduled "A".
- (b) Except in the case of a change in scheduled time off being arranged at the request of an employee, any work performed during a full time employee's scheduled time off shall be paid for at time and one half of the employee's basic straight time hourly rate of pay, as set out in paragraph 18.08 (a) above.
- (c) The Employer agrees to offer overtime to employees in the department, by classification prescribed in Appendix A where such overtime is available, in the following order:
- a. Full time employees by seniority;
 - b. Part time employees by seniority.
 - c. Casual employees by seniority.
 - d. Members on the Emergency Call-in List

An employee who declines a shift offered that would have been paid at the straight time hourly rate will be placed at the bottom of the overtime list.

Probationary employees will not be offered overtime until all full time and part time employees have been offered.

Furthermore, the applicable overtime as offered in accordance with Article 18 conditions above, and the related Articles referenced within the Agreement, will be offered to employees in the following order:

- Within the classification by seniority
- Outside of the classification by seniority

For clarity of application, the attached list in Appendix "A" establishes the Bargaining Units' classifications and respective departments held within each.

- (d) Meal Allowance – When an employee is required to and does the work for three (3) or more hours of overtime after their normal shift, they shall be provided with a hot meal or twelve dollars (\$12.00) on their paycheque.

- (e) Emergency Call-in Procedures:

At times when there are shifts remaining after exhausting all employees within the classification, such shifts will be offered to employees in other classifications outside the department who have agreed and are trained for this work. Any such shifts shall be offered to full-time, part-time and casual employees in order of seniority. As a result of these current negotiations the parties shall meet within 30 days of ratification to review and implement the new call-in procedure of 18.08 and shall develop a mutually agreed form to be utilized for call-ins.

18.09 Shift Trades and Dropped Shifts; Full and Part-time

All shift trades and dropped shifts, following Article 8, must be approved by the supervisor in a timely manner and not unreasonably denied. Any shift trades or dropped shifts initiated by an employee shall not incur overtime when:

- a) such shift has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) Such shift is worked as a result of exchanging shifts or dropping it to another employee.

18.10 Reduced Work Week Arrangements

The Organization will review all request from full-time staff for a reduced work week arrangement. A reduced work week arrangement is one where a full-time employee works less than full-time hours while still maintaining similar benefits of full-time status. All reduced work week arrangements must be approved by the Organization.

Employees must make a request, in writing, to their supervisor to have a reduced work week agreement and discuss feasibility. If the supervisor

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

approves, the supervisor will then submit the request to the Executive Leadership Team for approval. Reduced work week arrangements must be reviewed and renewed annually on the anniversary date with signed agreement from both the Organization and the Union and have the following stipulations:

1. Agreements can be a term of no longer than twelve (12) months
2. Agreements must be renewed on an annual basis or they will revert to regular hours
3. Health and dental benefits and premiums will remain the same
4. Pensionable contributions will remain as if working regular full-time hours
5. Vacation will accrue at reduced work week rate
6. Sick time will be paid at the reduced work week rate
7. Reduced work weeks may only be at 0.9 (9 days per two weeks) or 0.8 (8 days per two weeks).

ARTICLE 19 – VACATION REQUESTS

19.01 Full Time Only

Vacation hours will begin to accrue on the first date of employment based on the following annual accrual:

Start of employment – 2 weeks' accrual
After 1 year (on anniversary date) – 3 weeks' accrual
After 3 years (on anniversary date) – 4 weeks' accrual
After 10 years (on anniversary date) – 5 weeks' accrual
After 20 years (on anniversary date) – 6 weeks' accrual
After 28 years (on anniversary date) – 7 weeks' accrual

Vacation hours shall accrue every pay period based on the number of weeks of vacation. Staff may not take more vacation time than they have accrued.

19.02 Part Time Only

Start of employment – 4% of earnings
After 1,750 hours of work – 6% of earnings
After 5,250 hours of work – 8% of earnings
After 17,500 hours of work – 10% of earnings
After 35,000 hours of work – 12% of earnings
After 49,000 hours of work – 14% of earnings

Such vacation pay shall be calculated and paid on each pay.

- 19.03 The Employer shall accommodate the wishes of the employee with respect to choice of vacation dates based upon seniority, subject to the right of the Employer to operate the Organization in an efficient manner such determination to be made in a reasonable and non-arbitrary manner. Vacation requests not submitted to the department head prior to April 1st annually shall be considered on a first-come, first-served basis subject to scheduling requirements. An employee shall be allowed to take up to ten (10) days and twenty (20) days for employees entitled to five (5) weeks' vacation or more of their vacation entitlement one (1) individual day at a time, such individual days of vacation to be mutually agreed upon between the Employer and the Employee prior to each of the scheduled days of vacation.

It is understood that requests for full weeks of vacation will take precedence over requests for partial weeks and/or requests for individual days.

19.04 **Vacation Planning**

Vacation schedules for the period of January through June shall be posted by November 15th of the preceding year. Vacation schedules for the period of July through December shall be posted by May 15th annually. At all other times, vacation requests will be posted on the work schedule.

Vacation planners for January through June will be distributed after the seniority list is released in October and will be posted by November 30th each year. Vacation planners for July through December will be distributed after the seniority list is released and will be posted by May 30th yearly.

- 19.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (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 and subsequent recuperation shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. Further, the portion of the employee's vacation which is deemed to be sick leave may be re-scheduled at a time mutually agreed between the Employer and the employee,

however, the exercising of this right shall not cause the change of the vacation schedule of another employee.

- (d) It is understood that an employee making a claim pursuant to the provisions of this article, must contact the Department Head or designate. The Organization shall require that there be a medical certificate to support such illness or injury.

19.06 Employees who voluntarily transfer to another Department shall not be guaranteed previously approved vacation, unless the granting of such vacation does not disrupt the approved vacation of any employee in their new Department. However, the Organization will endeavor to approve such vacation and no vacation will be unreasonably cancelled. Employees who involuntarily transfer to another Department will have any previously approved vacation honoured in their new Department.

ARTICLE 20 – PAID HOLIDAYS

20.01 Full Time Only

The Employer will grant to all employees after completion of their probationary period, pay for the following holidays, namely:

- | | |
|---------------------|---------------------------------------|
| 1. New Year's Day | 2. Family Day |
| 3. Good Friday | 4. Easter Monday |
| 5. Victoria Day | 6. Canada Day (July 1 st) |
| 7. Civic Holiday | 8. Labour Day |
| 9. Thanksgiving Day | 10. Remembrance Day |
| 11. Christmas Day | 12. Boxing Day |

20:02 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) Verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) Layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) A leave of absence for a period not exceeding thirty (30) calendar days, inclusive of the holiday;
- (d) Vacation granted by the Hospital;

- (e) The employee's regular scheduled day off;
- (f) An employee on sick leave for more than 30 days is not entitled to statutory holiday pay, if a statutory holiday occurs during the sick time.

20.03 If a full time employee is scheduled to work on a paid holiday and the majority of their shift hours fall on the holiday and they actually work, then they may elect either to be paid for all hours worked on such day at the rate of one and one half (1 ½) times their normal straight time rate of pay plus payout or bank their seven and one half (7.5) hours of stat time.

20.04 In the event a holiday, as specified in this article, falls within a full time employee's scheduled vacation period, the employee will take an alternate vacation day off at a time mutually agreeable between the employee and the employer.

20.05 If an employee is scheduled for ten (10) days and actually works ten (10) days (exclusive of the holiday) in a pay period in which there is a paid holiday, such employee will be paid for time and one-half (1 ½) for one of such days in addition to the Holiday pay. If an employee works on the paid holiday, the rules governing holiday pay will apply.

20.06 Notwithstanding the foregoing, employees shall be entitled to be paid at the rate of two (2) times their normal rate of pay for all overtime hours worked on any of the above holidays.

20.07 **Part Time Only**

(a) Part time employees shall be entitled to be paid at the rate of one and a half (1 ½) times their normal rate of pay for all hours worked on any of the above holidays if the majority of their shift hours fall on the holiday and they actually work.

(b) Holiday work will be scheduled on a rotating seniority basis with holidays attached to weekends, if available, and with the understanding that full-time in-line employees shall be canvassed with first opportunity when being offered to employees working that weekend excluding Easter and Christmas holidays.

(c) The two (2) holidays at Easter shall be divided so as the same employee does not work both.

20.08 **Full and Part Time**

Prior to Christmas each year, the parties shall discuss the Christmas / New Year holiday schedule at the management and union meeting that is

scheduled prior to Christmas. Scheduling, as determined, shall maintain that all Christmas and New Years holiday work shall be scheduled on a rotating seniority basis alternating year to year. By the first Wednesday following Labour Day the preference sheet will be distributed to each employee. The preference sheet shall be closed/removed on the first Wednesday of October annually.

ARTICLE 21 – EMPLOYEE BENEFIT

Full Time Only

21.01 The Employer shall pay 100% for semi-private coverage.

21.02 **Life Insurance – HOOGLIP (Hospitals of Ontario Group Life Insurance Plan)**

The Organization agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Organization under HOOGLIP or such other group life insurance plan currently in effect.

21.03 **Disability Income Plan HOODIP – 1992 Hospitals of Ontario Disability Plan**

The Organization will assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.

The Organization will pay seventy five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the Employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term Portion of the disability program, employees will be credited with their actual service.

Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

21.04 **Prescription Drugs**

The organization agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the organization under the current Benefits Provider or

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug unless otherwise provided signed medical documentation from a physician.

21.05 Professional Services

Services provided by the following licensed practitioners, specifically, chiropractor, osteopath, podiatrist / chiropodist, massage therapist, naturopath, speech therapist, physiotherapist, psychologist, **\$600** per calendar year per paramedical service.

21.06 Vision Care

Eye exam once per 12 consecutive months for dependents under age eighteen (18) and once per twenty four (24) consecutive months for persons age 18 and over.

Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$300 per 12 consecutive months for dependents under age 18 and **\$400** per 24 consecutive months for persons age 18 and over.

Non-surgical treatment of keratoconus, \$200 per lifetime.

21.07 Dental Plan

The Organization agrees to contribute seventy five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the organization under the current Benefits Provider or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the Employee through payroll deduction. Dental recall including preventative services is every nine (9) months, Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1,700 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1,700 annual maximum; \$2,000 maximum per lifetime for orthodontics.

21.08 Early Retirement Benefits to age 65 with HOOPP

Benefits on Early Retirement – The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Organization will contribute seventy five percent (75%) towards the billed premiums of these benefits plans balance of the monthly premium is paid by the employee through Electronic Funds Transfer (EFT).

21.09 EAP Program

The employer agrees to provide an Employee and Family Benefit Program to all staff and their dependents.

21.10 Premiums Paid During Absence

The Employer will continue to pay its share of the premiums for these benefits as stated in this Article:

- (a) When the employee is absent due to illness or injury compensable under the Workers' Compensation Act for a period of twelve (12) months;
- (b) When the employee is absent on leave with pay;
- (c) When the employee is absent on education leave;
- (d) When the employee is absent due to illness or injury not compensable under the Workers' Compensation Act;
- (e) When the employee is on maternity and/or parental leave, for the duration of that leave and if an employee is absent without pay for reasons other than vacation, the Employer will pay its share of the premiums for the month in which such leave commences, and for the month following;
- (f) Benefits will continue in the event of layoff for the remainder of the month in which they were laid off and in the following month.

21.11 Part Time Employees ONLY

- (a) Part time employees shall receive in lieu of all benefits in Article 15.01.

- (b) The Employer agrees to arrange for the implementation of a voluntary part time benefit coverage for all part time and part time retired employees through the Health Care Providers Group Insurance Plan.

Part time employees will pay for this coverage directly and their part time in lieu of benefits will continue to be paid to them as per the Collective Agreement.

21.12 The Employer will advise the Union sixty (60) days in advance of the change in carrier and will meet, if requested, to discuss the change with the Union.

21.13 The Employer will endeavor to provide employees with a complete listing of the current plan within three (3) weeks from the date of change.

21.14 Mental Health Service

Eligible full-time employees can access up to \$1,000 annually for Mental Health Benefits via the services from MSW, Registered Psychotherapist and Psychologists.

21.15 Over 65

Semi-private hospital insurance, extended health care benefits, dental benefits, and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65) and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

ARTICLE 22 – TECHNOLOGICAL CHANGE

- 22:01 (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.

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

ARTICLE 23 – MISCELLANEOUS

23.01 Terminology

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

23.02 Collective Agreement Accessibility

The current Collective Agreement will be filed in the Organization's intranet and accessible by all members for saving to their own file or printing. This Agreement will be printed in booklet form by the Union, and the cost of preparing such booklet in the numbers required by the Employer and the Union will be shared equally by both parties.

23.03 Job Descriptions

Job descriptions will be accessible to all staff through the Organization's intranet.

23.04 Excluded Persons

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

23.05 Temporary Employees

- (a) If as a result of an extended leave of absence (maternity leave and/or parental leave, illness or injury including W.S.I.B., vacation or ministry required submission deadlines) a temporary position arises that the Employer intends to fill, employees shall be offered the temporary position, in accordance with the terms outlined in Article 16 of the Agreement. When a temporary vacancy occurs and is not filled by a full time or part time, including casual, employee, the Employer may hire a temporary employee to fill the position. Such temporary employee shall have no bargaining unit status. Any temporary vacancy, with the exception of maternity leave and/or parental leave, shall be for a period of up to twelve (12) months. If the temporary vacancy must be extended past twelve (12) months, the Organization will inform the Union as to the reason. The Employer shall supply to the chairperson the name and position of the temporary replacement, and the name and expected date of return of the employee being replace. Temporary employees shall pay

union dues effective from the first day of the month following their date of hire.

- (b) The Employer agrees to offer call-in shift(s) to part time employees within a Department prior to temporary employees within a Department. Further, the Employer agrees to schedule part time employees within a Department to work on paid holidays prior to scheduling temporary employees within a Department to work on paid holidays.

23.06 Contracting Out

The Organization shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees results from such contracting out. Notwithstanding the foregoing, the Organization may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of the provision if the Organization provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor agrees:

- (a) To employ the employees thus displaced from the Organization; and
- (b) In doing so to stand, with respect to that work, in the place of the Organization for the purposes of the Organizations' collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

23.07 Boot Allowance

The Employer agrees to pay **\$125** every second (2nd) year to those members who are required in their position to wear CSA (Canadian Standards Association) approved boots if the member provides a receipt.

23.08 Modified Work Program

The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured / ill workers. Further, the parties agree to comply with the return to work provisions pursuant to the Workplace Safety and Insurance Act (as amended from time to time). The process as outlined will apply to non-occupational and occupational illnesses / injuries in compliance with the Workplace Safety and Insurance Act and in compliance with the obligations to accommodate employees

under the Human Rights Code. Consequently, the following Modified Work Program will apply:

1. Where there is a reasonable possibility that a person may be able to return to work on modified duties, the employee will be given a Functional Abilities Form to give to their attending Physician for completion or the employee will be asked for a doctor's note outlining restrictions, if any. Such form will be submitted to the Occupational Health and Safety Department.
2. Upon receipt of the Functional Abilities Form / Attending Practitioner's Report Form, a Modified Work Plan will be developed by the Occupational Health and Safety Department, in consultation with the employee, Union Representative and any other qualified personnel. The MWP will indicate the applicable restrictions and expected length of rehabilitation. The MWP will be signed by the injured worker, their supervisor, and the Union Representative.
3. There is a positive duty on the worker to inform their Supervisor or the Occupational Health and Safety Department if he or she is experiencing discomfort during the MWP and such MWP will then be reviewed.
4. The employer agrees to provide the Employee with a copy of the Workplace and Insurance Board Form 7 at the same time as it is sent to the Board and the Member.

23.09 Joint Occupational Health and Safety Committee

- (a) The employer and the union agree that they mutually desire to maintain standards of safety and health in the Organization in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Organization agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Organization agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.

- (e) Meetings shall be held five (5) times a year or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve a term of four (4) calendar years from the date of appointment, which may be extended for further periods with Union support.
- (g) A member of the committee is entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to attend committee meetings and such time as is necessary to carry out inspections and investigations in accordance with the Provisions of the Occupational Health and Safety Act.
- (h) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. At no time shall the number of employer members of the committee be greater than the number of employee members on the committee.
- (i) Two (2) co-chairpersons shall be in place in accordance with the provisions of the Occupational Health and Safety Act. One co-chair shall be a worker member and the other shall be an employer representative. The co-chairpersons shall alternate as the chair at regular meetings of the committee.
- (j) The committee shall function at all times in accordance with the Occupational Health and Safety Act as it may be amended from time to time.

ARTICLE 24 – SALARY RATES AND PREMIUMS

24.01 Schedule "A" attached hereto shows the salary rates and classifications for all employees covered by this Agreement with effect from the dates set out therein. It is mutually agreed that the said schedules and the contents thereof shall constitute a part of this Agreement.

24.02 It is agreed by the Employer that if any new classifications or positions within the Bargaining Unit are created during the life time of this Agreement, or if the duties of any classification or position are changed to the extent that a change in salary rates is warranted, salary rates for such classification shall be negotiated between the Employer and the Union within three (3) weeks of such positions being created or changed. Such salary rate when negotiated shall be retroactive to the date on which the employee first assumed the new position or duties. If the parties are unable to agree upon

the salary, the matter shall be settled by Arbitration which shall be constituted in accordance with the provisions of Article 11 of this Agreement.

24.03 Pays will be deposited into each employee's bank account by direct deposit as scheduled organization wide every other week (currently Thursday, subject to change at the discretion of the organization. The Employer will provide thirty (30) days' notice of any permanent change to the Union). Pay stubs are available for viewing and/or printing by staff.

24.04 An employee required to work at a higher-rated job excluding relief for lunch periods shall be paid at the salary level of such higher classification for all time worked in such higher classification from the time the work commenced.

24.05 **Progression on Salary Grid**

Full time:

Each full time employee will be advanced from their present level to the next salary level on the salary grid (being Schedule "A") twelve (12) months after they were last advanced (hereinafter called their "service review date").

Part time:

Part time employees accumulate seniority on the basis of hours worked in the bargaining unit since the last date of hire. One year of seniority is equal to 1725 hours worked.

Part time employees will be advanced from their present level to the next salary level on the salary grid (being Schedule "A") after fulfilling 1725 hours worked.

24.06 **Weekend Premium**

An employee shall be paid a weekend premium of **three dollars (\$3.00)** per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

24.07 **Shift Premium**

The Employer will pay a shift premium of **two dollars and fifty cents (\$2.50)** per hour to all employees for all hours worked where half (1/2) or more of the hours worked fall between 1500 hours and 0700 hours. This premium shall not be included in the calculation of overtime pay.

24.08 Experience Pay

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

ARTICLE 25 – BANKED TIME

- 25.01 (a) Employees accumulating approved overtime and who elect to take time off in lieu must take the time off at a time mutually agreed to between the employee and the employer.
- (b) It is agreed that the hours accumulated shall not exceed sixty seven and one half (67.5) hours.

ARTICLE 26 – RETROACTIVITY

- 26.01 (a) The Employer will pay retroactivity for all hours paid to all Employees on the payroll as of the expiry of the Collective Agreement and to all new Employees hired since that date. Retroactivity will be paid within sixty (60) days of ratification.
- (b) Employees covered by this clause who are no longer in the employ of the Hospital will be notified by registered mail within thirty (30) days to the last known address and shall have sixty (60) days within which to claim payment due to them.

ARTICLE 27 – PENSION PLAN

- 27.01 (a) All full time employees shall enroll in the Healthcare of Ontario Pension Plan, and the Employer shall contribute to such plan on behalf of each employee such amount as required under the terms of said Plan.
- (b) Part time employees who qualify under the criteria established in the HOOPP may elect to enroll in the Healthcare of Ontario Pension Plan under the terms and conditions outlined in this Plan, and the

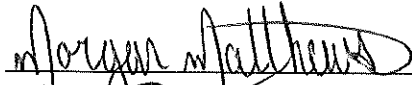
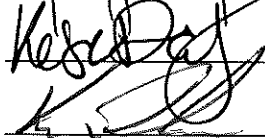
Employer shall contribute to such plan on behalf of these employees as required under the terms of said Plan.

ARTICLE 28 – DURATION AND/OR TERMINATION

28:01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 25th day of June, 2025 and shall remain in force until the 24th day of June, 2027, and thereafter unless either party notifies the other in writing of its desire to revise or amend or make a new agreement within ninety (90) days prior to the 24th day of June, 2027. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification.

Dated this 11 day of SEPT, 2026.

FOR THE UNION

FOR THE EMPLOYER




ARTICLE 29 – GENERAL

29.01 TRANSCRIPTION RESTRUCTURING

The parties recognize that new technology may offset the current full scope of this work for bargaining unit members. However, the parties agree that there will be no layoffs or loss of employment as a result of these changes. Further to this, the parties shall agree to meet post ratification but prior to October of 2023 to determine how any such changes shall be reassigned.

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

SCHEDULE "A" – WAGES

Department	Classification (Job)	Steps	Expired Rate	Special Adjust.	June 25/2025 +3.00%	June 25/2026 +2.50%
Patient Registration	Registration Clerk (Switchboard)	Step 1	\$25.67	+ \$0.20	\$26.65	\$27.31
	Registration Clerk (Admitting)	Step 2	\$25.98	+ \$0.20	\$26.97	\$27.64
	Registration Clerk (Ambulatory Care)	Step 3	\$26.25	+ \$0.20	\$27.24	\$27.92
	Booking Clerk (Operation Room)	Step 4	\$26.56	+ \$0.20	\$27.56	\$28.25
		Step 5	\$26.85	+ \$0.20	\$27.86	\$28.56
		Step 6	\$27.20	+ \$0.20	\$28.22	\$28.93
	Registration Lead	Step 1	\$29.44		\$30.32	\$31.08
		Step 2	\$30.20		\$31.11	\$31.88
		Step 3	\$30.95		\$31.88	\$32.68
		Step 4	\$31.70		\$32.65	\$33.47
		Step 5	\$32.45		\$33.42	\$34.26
		Step 6	\$33.20		\$34.20	\$35.05
Health Records	Health Records Technician	Step 1	\$24.17	+ \$0.20	\$25.10	\$25.73
		Step 2	\$24.53	+ \$0.20	\$25.47	\$26.11
		Step 3	\$24.89	+ \$0.20	\$25.84	\$26.49
		Step 4	\$25.26	+ \$0.20	\$26.22	\$26.88
		Step 5	\$25.64	+ \$0.20	\$26.62	\$27.28
	Coding Technologist	Step 1	\$29.14		\$30.01	\$30.76
		Step 2	\$29.56		\$30.45	\$31.21
		Step 3	\$29.97		\$30.87	\$31.64
		Step 4	\$30.39		\$31.30	\$32.08
		Step 5	\$30.85		\$31.78	\$32.57
		Step 6	\$31.15		\$32.08	\$32.89
	Medical Dictation	Step 1	\$25.86		\$26.64	\$27.30
		Step 2	\$26.16		\$26.94	\$27.62
		Step 3	\$26.47		\$27.26	\$27.95
		Step 4	\$26.75		\$27.55	\$28.24
		Step 5	\$27.04		\$27.85	\$28.55
		Step 6	\$27.39		\$28.21	\$28.92

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

Department	Classification (Job)	Steps	Expired Rate	Special Adjust.	June 25/2025 +3.00%	June 25/2026 +2.50%
Purchasing	Logistics Officer	Step 1	\$24.28		\$25.01	\$25.63
		Step 2	\$25.16		\$25.91	\$26.56
		Step 3	\$26.07		\$26.85	\$27.52
		Step 4	\$26.96		\$27.77	\$28.46
		Step 5	\$27.85		\$28.69	\$29.40
		Step 6	\$28.76		\$29.62	\$30.36
Finance	Accounts Payable Clerk	Step 1	\$26.17	+\$1.00	\$27.99	\$28.68
	Accounts Receivable Clerk	Step 2	\$26.48	+\$1.00	\$28.30	\$29.01
	Diabetes Clerk	Step 3	\$26.76	+\$1.00	\$28.59	\$29.31
		Step 4	\$27.07	+\$1.00	\$28.91	\$29.63
		Step 5	\$27.39	+\$1.00	\$29.24	\$29.97
		Step 6	\$27.72	+\$1.00	\$29.58	\$30.32
Community Mental Health	Secretary	Step 1	\$26.98		\$27.79	\$28.48
	Administrative Assistant	Step 2	\$27.37		\$28.19	\$28.90
		Step 3	\$27.72		\$28.55	\$29.27
		Step 4	\$28.08		\$28.92	\$29.65
		Step 5	\$28.45		\$29.30	\$30.04
		Step 6	\$28.83		\$29.69	\$30.44
		Step 7	\$29.25		\$30.13	\$30.88

LETTER OF UNDERSTANDING #1 RE: DOMESTIC VIOLENCE

The purpose of this letter is to heighten awareness of domestic violence. It also provides guidance for management, employees, physicians and volunteers in addressing these issues should they affect the workplace. Employees dealing with domestic and/or intimate partner violence should be encouraged to seek assistance to resolve such occurrences from available resources from both inside and outside of the organization. It is therefore the responsibility of the employer and the union, upon coming into the knowledge of the aforementioned situation, to offer such assistance to the affected employee/partner. Such information will be treated in a confidential manner by the employer and the union unless required by law to report.

All Board, Employees, Management, physicians and volunteers, union representatives and direct stakeholders have a role and responsibility in learning

about domestic violence and supporting fellow employees who have experienced domestic violence or fear the possibility.

Employees are encouraged to come forward to seek help from their union representative and/or management and when they do, that person should have the support and awareness in place to assist as required. All employees and their dependents have free access to the Employee and Family Assistance Program (EFAP).

LETTER OF UNDERSTANDING #2 RE: TRANSFER TIME

Unless the Union and the Organization agree otherwise, an employee who is the successful applicant to a job posting shall be transferred by the Organization to their new position within forty-five (45) calendar days of the agreed to start date and having accepted said job posting. The parties agree that when a delay in transfer is beyond the control for the Organization or when the training period for a position exceeds forty-five (45) calendar days, all terms and conditions of the employees employment shall remain status quo until they are actually transferred. A transfer will not be arbitrarily or unnecessarily delayed.

LETTER OF UNDERSTANDING #3 RE: PAID EDUCATION LEAVE

Each year of the agreement, the Employer will make a lump sum payment of \$6.00 per active bargaining unit member as of June 25th. This will be paid into a special fund established by Unifor for the purpose of paid education leave. The payment shall be sent to 205 Placer Court, Toronto.

LETTER OF UNDERSTANDING #4 RE: LABOUR MANAGEMENT MEETING

The parties mutually agree that in order to create an atmosphere of good labour relations, that effective and regular communication would be beneficial. To that end, the parties agree to commence regular Labour Management Committee meetings during the term of this Agreement. The Committee shall be composed of an equal number of Committeepersons and representatives of the Organization and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. Agenda items will be exchanged at least five (5) calendar days prior to the scheduled meeting; if there are no agenda items, the meeting will be cancelled. Chairing duties shall be appointed to the Union and the Organization every other meeting respectively.

LETTER OF UNDERSTANDING #5 RE: WOMEN'S ADVOCATE

The parties agree to recognize a Women's Advocate 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 Employer will provide access to a private meeting room or office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate. The Union will fund the Unifor, 40 hr. training registration fee and pay for the employee's time. The employer will grant the appropriately requested time off.

The parties agree that the employer is not responsible, nor liable for the actions of the Women's Advocate.

LETTER OF UNDERSTANDING #6 RE: PAY EQUITY

The parties acknowledge their obligations under the Pay Equity Act of Ontario, as amended from time to time.

LETTER OF UNDERSTANDING #7 RE: VIOLENCE

The hospital and the union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

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

Workplace violence means,

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
3. A statement of behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

NEW – LETTER OF UNDERSTANDING #8 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 renegotiate all additional issues affected by Bill 124, including any retroactive adjustments.

SCHEDULE 'A' – WAGES

- General Wage increase of one percent (1%) in each year of the agreement pursuant to Bill 124.

NEW – LETTER OF UNDERSTANDING # 9 RE: MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the Hospital and its employees.

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

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

This can be a suitable topic for discussion on the Joint Occupational Health and Safety Committee agenda.

Collective Agreement Between:

Alexandra Marine and General Hospital – and – Unifor & Its Local 2458

**NEW – LETTER OF UNDERSTANDING #10 RE: DIVERSITY,
EQUITY AND INCLUSION COMMITTEE**

Whereas the parties agree that a diversity, equity and inclusion is a strategic priority of both the hospital and the Union the parties agree that a representative from Unifor will be included in the membership of the Hospital Diversity, Equity and Inclusion Committee.

Dated this 11 day of SEPT, 2026.

FOR THE UNION

Morgan Matthews
Wesley Boy
[Signature]

FOR THE EMPLOYER

[Signature]
Darrelle Beacan

