

COLLECTIVE AGREEMENT

BETWEEN

**HOPITAL GENERAL DE HAWKESBURY &
DISTRICT GENERAL HOSPITAL**

AND

TEAMSTERS LOCAL UNION No.91

FROM: MAY 19,2025

TO: MAY 19, 2028

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1.01 - PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

1.02 - FEMININE/MASCULINE PRONOUNS

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01 – FULL-TIME EMPLOYEE

Full-time employee shall be defined as an employee who regularly works at least 37.5 hours per week.

2.02 – REGULAR PART-TIME EMPLOYEE

i) Regular part-time employee shall be defined as an employee who is regularly scheduled to work less than 37.5 hours per week;

ii) The regular hours of part-time employees may be extended by mutual agreement with the Union in writing without changing their status as part-time employees.

2.03 Casual Employee

A casual employee shall be defined as an employee who works on a relief or an ad hoc basis and may be called as required by the Hospital.

2.04 - TEMPORARY EMPLOYEE

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. Temporary employees will not be used to diminish or replace hours from regular part-time employees.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his/her probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, un-assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause of a regular full-time or regular part-time employee may be the subject of a grievance and dealt with as herein provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignment, methods of doing the work, and the working establishment for the services;
- (e) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (f) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement. The Hospital will inform the Union Steward(s) and all employees of changes to such rules and regulations.

3.02 - RECOGNITION

The Hospital recognizes the Teamsters Local Union No.91, as the sole and exclusive bargaining agent for all security guards employed at Hawkesbury and District General Hospital save and except the coordinators, supervisors, and persons above the rank of supervisor.

3.03 - NO DISCRIMINATION

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ethnic origin, ancestry or place of origin, family status, disability, sexual orientation, religious affiliation, political affiliation or activity, place of residence, or any other factor which is not pertinent to the employment relationship. 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 a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 – UNION MEMBERS

A new employee who is not a member of the Union on signing of this Agreement must become a member of the Union immediately following his hiring.

The Hospital shall deduct from the pay of each employee all monthly union dues which he owes the Union in accordance with the constitution and by-laws of the Union. The Hospital will supply the Union with a list of employees, their service and classification once a year.

5.02 - REMITTANCE OF UNION DUES

The dues must be deducted each month from the pay and be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied by the list showing the names of all employees from whose pay the deductions have been made.

The Hospital shall deduct Union dues including, where applicable, initiation fees, fines and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

The remittance of dues shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made.

5.03 - T4 SLIPS

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.04 - NOTIFICATION TO UNION

The Hospital will provide the union with a list, monthly of all hiring's, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

5.05 - EMPLOYEE INTERVIEW

A newly hired employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

5.06 - NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

ARTICLE 6 - HOSPITAL - UNION RELATIONS

The Union shall furnish to the Hospital in writing the name of each Union steward, as well as the name of the chief steward before the Hospital is obliged to recognize them as stewards.

6.01 - UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied. Furthermore, lobbying to get support from staff, visitors, other union and/or holding a petition, will not be permitted on Hospital premises or on Hospital time.

6.02 - LABOUR-MANAGEMENT COMMITTEE

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

- (a) Each party shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Meeting attendance not inclusive of Friday 2400 hours and Sunday 2400 hours will be paid at the employee's regular rate. Labour-Management meetings specific to the parties shall be held during the course of an Employee's regularly scheduled shift or the hours preceding the shift. Meeting attendance between Friday at 2400 hours and Sunday 2400 hours will be paid at 1.5 times the employee's regular rate.

- (b) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request with a prior notice of 48 hours to the Hospital.

- (c) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

6.03 - NEGOTIATION COMMITTEE

The Hospital agrees to recognize a negotiating committee comprised of one (1) hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but a maximum of three (3) days, but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Teamsters Union with the Hospital.

6.04 - UNION STEWARDS

- (a) The Hospital agrees to recognize Union stewards from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article.

- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) In accordance with the established procedure, the Union shall have a maximum of two (2) Union Stewards.

6.05 - GRIEVANCE COMMITTEE

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than one employee selected by the Union who have completed their probationary period. A business representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires. Such complaint shall be discussed with his immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within fourteen (14) calendar days, it shall then be taken to the next step of the grievance procedure.

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the Steward or the Business Representative and the employee to his immediate supervisor or his designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The immediate supervisor or his designate will deliver his decision in writing within fourteen (14) calendar days following the day on which the grievance was presented to him. Failing settlement or response, the grievance will be moved to Step 2:

Step No. 2

A meeting will then be held between the Director of Human Resources or his designate and the Grievance Committee within fourteen (14) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Teamsters Union and the grievor may be present at the meeting. It is further understood that the Director of Human Resources or his designate may be accompanied by an HGH employee as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within fourteen (14) calendar days following the date of such meeting and, that a copy of the decision be given to the Shop Steward and a copy forwarded to the Union.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall commence at Step No. 2 within fourteen (14) calendar days following the union becoming aware of the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the immediate supervisor or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subjected to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) Confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or

- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. This timeline can be extended with mutual consent between the two parties. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 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 employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in 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 only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES

8.01 - ACCESS TO PERSONNEL FILE

Each employee shall have reasonable access to his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of an HR representative or designate. An employee has the right to request copies of any evaluations in this file. The employee has the right to have his business representative present upon request with prior notice of 24 hours to the Hospital.

8.02 - CLEARING OF RECORD

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee fifteen (15) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for fifteen (15) months for incidents of a similar nature.

ARTICLE 9 – SENIORITY

9.01 - PROBATIONARY PERIOD

A new employee will be considered on probation until he has completed 450 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to the 450 hours worked. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subjected to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.

9.02 - DEFINITION OF SENIORITY

- a) 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 employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1600 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.
- c) Seniority will operate on a bargaining unit wide basis.
- d) A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period (calendar year).
- e) The Seniority List shall be brought up to date three times a year in January, May and September, to reflect the time worked from September 1st to December 31st, January 1st to April 30th, May 1st to August 31st and be posted on the intranet by January 31st, May 31st and September 30th along with a copy to the Union. A complaint that an error appears on the seniority list is subject to the grievance procedure if it is submitted to the Union within thirty - (30) calendar days of the posting date, except for clerical errors of transcription.
- f) Part time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB Benefits.

9.03 - LOSS OF SENIORITY

An employee shall lose all seniority and service and shall be deemed to have been terminated if he:

- (a) resigns;
- (b) is terminated and not reinstated through the grievance/arbitration procedure;
- (c) retires;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason, absolute incapacity excepted;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to absolute incapacity excepted or any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 - JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shifts and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of five (5) consecutive calendar days, excluding Saturdays, Sundays. Applications for such vacancies shall be made in writing within the five (5) day period referred to herein.

In matters of promotion and staff transfer, appointment shall be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the applicant considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

An employee selected as a result of a posted permanent vacancy or temporary vacancies (full time or part time) need not be considered for other vacancies (permanent or temporary) within a three (3) month period from his date of selection unless an opportunity arises which allows an employee:

- To change his employment status (change from full-time to part-time or from part-time to full-time) or,
- To have an increase in his salary wage or,
- To have an increase in their guaranteed hours (on a permanent basis only)

- (d) The name of the successful applicant will be posted on the intranet for a period of seven (7) calendar days with a copy provided to the union.

9.05 - TRANSFER OF SENIORITY AND SERVICE

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1600 hours worked.

9.06 - NOTICE AND REDEPLOYMENT COMMITTEE

- (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

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

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

- (b) A layoff shall not include a reassignment of an employee from his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (I) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
 - (II) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
 - (III) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (IV) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
 - (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee in accordance with this provision.

(c) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) The Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to three (3) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union, up to a maximum of three (3) representatives of each party.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular rate.

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

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

9.07 - LAYOFF AND RECALL

An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.08; or

- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) calendar days after receiving the notice of layoff.

For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within fifteen (15%) per cent of the laid-off employee's straight-time hourly rate.
- (f) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (g) No full-time employee within the bargaining unit shall be laid off by reason of his duties being assigned to one or more part-time employees.
- (h) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08.
- (i) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Employees in the bargaining unit on lay-off will be notified by phone **or** registered mail of any such recalls or postings. An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.
- (j) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (k) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

- (l) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (m) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

9.08 - SEPARATION ALLOWANCES

- (a) Where an employee resigns within 30 days after receiving notice of layoff that his position will be eliminated, he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twenty (20) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice that his position will be eliminated, he shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.09 - TECHNOLOGICAL CHANGE

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

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

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff or reduction in any regular hours of work of any employees results from such contracting out. The company will post or do a call-out for any extra work even if it results in overtime before contracting out will be considered. The union will be advised of any contracted-out work.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - WORK OF THE BARGAINING UNIT

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

11.02 - Authorized Equipment

The Hospital will immediately provide the Union and employees with a list of authorized equipment the Security Officer(s) may carry at any time. The equipment is to be supplied and maintained by the Hospital. Any applicable training and upgrades will be provided to the employees prior to the issuance of any said equipment. Training attendance not inclusive of Friday 2400 hours and Sunday 2400 hours will be paid at the employee's regular rate. Employees will be paid regular time for time spent at mandatory or non mandatory training. Any hours spent between Friday at 2400 hours and Sunday 2400 hours for training purposes will be reimbursed at 1.5 times the employee's regular rate. If traveling expenses are incurred, they will be the sole responsibility of the Hospital.

11.03 AUTHORIZED MAINTENANCE AND ROUTINE OPERATIONS

The Hospital agrees not to request members of the bargaining unit to perform the work of another bargaining unit and adhere to the following practices:

- a) Employees will not be asked to perform maintenance or observation tasks beyond their scope of training, or without necessary safety equipment.
- b) The duties assigned to each bargaining unit member will be clear and subject only to qualifications and training.
- c) Appropriate training will be provided to all employees for all Public Safety Officers responsibilities, not limited to fire, evacuation, and safety, etc.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - PERSONAL LEAVE

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) calendar days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

12.02 - UNION BUSINESS

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, and other Union business. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) calendar days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

A maximum of one (1) employee who has been elected or appointed by the Union may be absent for such leave at any one time.

Employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

12.03 - BEREAVEMENT LEAVE

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period in conjunction with the death of the spouse, child, parent, brother or sister.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period in conjunction with the death of the mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

If the funeral or burial falls outside the timeline of bereavement days above, one day may be postponed to attend said funeral or burial.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.04- JURY & WITNESS DUTY

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the crown is a party, the employee shall not lose his regular pay because of such attendance provided that the employee follows (a) (b) and (c) below:

If an employee is required to serve by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall be entitled to his regular pay calculated at 8 hours per day, because of such attendance provided that the employee follows (a) (b) and (c) below:

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regular scheduled day off, the Hospital will attempt to reschedule the employee's regular day off.

12.05 (A) - PREGNANCY LEAVE

(The following clause is applicable to full-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least one (1) month in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, 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 for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.05 (B) - PREGNANCY LEAVE

(The following clause is applicable to part-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least one (1) month in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, 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 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(A) - PARENTAL LEAVE

(The following clause is applicable to full-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least one (1) month in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least one (1) month in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, 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 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(B) - PARENTAL LEAVE

(The following clause is applicable to part-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least one (1) month in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least one (1) month in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, 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 for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 - EDUCATION LEAVE

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital. If the employee does not attend an education course paid by the Hospital, the employee must reimburse the total tuition and travel fees to the Hospital unless bona fide circumstances occurred.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01- INJURY PAY

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

ARTICLE 14 - HOURS OF WORK and SCHEDULING

THE FOLLOWING PROVISION DESIGNATING REGULAR HOURS ON A DAILY SHIFT AND REGULAR DAILY SHIFT OVER THE SCHEDULE DETERMINED BY THE HOSPITAL AND SHALL NOT BE CONSTRUED TO BE A GUARANTEE OF THE HOURS OF WORK TO BE PERFORMED ON EACH SHIFT OR DURING EACH SHIFT SCHEDULE.

14.01 A) – NORMAL DAILY SHIFT

The normal daily shift shall be eight (8) consecutive hours in any twenty four (24) hour period including a total of (30) thirty minutes of paid meal time and (30) minutes of paid relief periods. The employee is not to leave premises of the Hospital during his shift, unless otherwise directed by his supervisor.

14.01 B) – EXTENDED DAILY SHIFT

Where employees are working a longer daily shift, the provisions set out in this Article governing the regular hours of work on a daily shift shall be adjusted accordingly.

The daily extended shift shall be (12) twelve consecutive hours in any (24) twenty four hour period including a total of (45) forty five minutes of paid meal time and (45) forty five minutes of paid relief periods. The employee is not to leave the premises of the Hospital during his shift unless otherwise directed by his supervisor.

The following regulations shall govern the scheduling of work for employees working extended tours:

- a) The Employer shall endeavor to ensure each employee every second weekend off.
- b) Employees will not normally be required to work more than four (4) consecutive days.

All other scheduling regulations which apply to employees working the regular daily tour as provided

14.02 - ADDITIONAL REST PERIODS

When an employee performs authorized overtime work of at least three (3) consecutive hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

14.03 - SCHEDULING

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules:

The employee is entitled to two (2) days off per calendar week. The employee is allowed one (1) weekend every three (3) weeks. The Hospital will endeavour, except when it is impossible, to provide:

- (a) one (1) weekend every two (2) weeks;
- (b) that no employee be scheduled to work in excess of seven (7) consecutive days unless requested by the employee. An employee will receive premium pay for all hours worked on the eight and subsequent shifts except where,
 - i) such shift has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such shift is worked as the result of an authorized exchange of shifts with another employee.
- c) No Security guard shall be called in without a minimum rest period of eight hours, unless in the case of emergency.
- d) No Security guard shall be called in more than four hours prior to a regularly scheduled shift, unless in the case of emergency.

The schedule of working hours and days shall be provided, to each employee fourteen (14) days in advance. The schedule for employees shall not be modified except in cases of changes required by sickness or accident, without twenty-four (24) hours' notice unless mutually agreed.

Subject to the prior approval of the Service Director, or his designate, employees may be allowed to exchange shifts by mutual agreement provided that the employees involved co-sign a request and that when employees exchange shifts, the regular schedule shall not be disturbed, and no overtime payment shall apply.

14.04 WORK SCHEDULING

- (a) The master schedule of working hours and days shall be sent electronically, and the master schedule for full-time and part-time employees can not be modified without informing the Union and the employee.

Working schedules will be posted two (2) weeks in advance for a period of eight (8) weeks;

All part-time employees employed at the Hospital will have their positions posted as FTEs.

- (b) Additional hours above the respective employee's FTEs position of any part time employees shall be offered singularly, to regular and/or temporary part-time employees not scheduled, according to their availability, by seniority, prior to offering hours to casual employees subject to the following:

- (i) Regular and/or temporary part-time employees, who wish to be considered for additional hours, must indicate their availability in advance for a period of eight (8) weeks in accordance with existing hospital practice.

Hours will be offered to Security Guards who have not achieved up to forty (40) hours per week, Sunday 12:01 am through Saturday 12:00 pm by seniority.

- (ii) A shift will be deemed to be offered whenever a call is placed and deemed to be an opportunity to work. An employee who refuses, fails to answer or call back according to the delay define in the Staffing and Scheduling parameters, will be deemed to have refused such work.
 - (iii) It is understood that the hospital will not be required to offer shifts which would result in overtime premium pay.
 - (iv) When an employee accepts a shift, he must report for that shift unless arrangements satisfactory to the hospital are made.

Regular and/or temporary part-time employees who do not give their availability to work according to article 14.04 (b) (i) above, will be deemed not available for additional shifts for the current period until otherwise changed by the employee.

14.04

(c) Casual availability

- i) Casual employees will declare their availability to work in accordance with the established scheduling guidelines.
- ii) A casual employee shall notify the Hospital as soon as a change becomes known.
- iii) A casual employee with no availability to work or did not work during a period of three (3) months will be given the option to resign, otherwise he will be terminated unless the Employer agrees that there are special circumstances.
- iv) A casual employee, who does not give his availability to work according to the scheduling guidelines, will be deemed not available for the current month until otherwise changed by the employee
- v) A casual employee must provide a mandatory minimum availability as follows:
 - one (1) week-end in two (2);
 - available to work six (6) days either Christmas period or New Year period (between December 20th to January 6th inclusively);
 - available to be pre-scheduled a minimum of ninety (90) hours between June 15th and September 15th.

14.05

Where an employee has completed his regularly scheduled shift and has left the Hospital and is called in to work, without a minimum rest period of eight (8) hours, outside his regularly scheduled working hours, such employee shall receive time and one-half (1 ½) his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay.

ARTICLE 15 - PREMIUM PAYMENT

No overtime is remunerated unless it has been approved by the Director of the service or his designate.

15.01 - DEFINITION OF OVERTIME

Overtime shall be defined as being all time worked beyond the regular working day referred in article 14.01 a) or b), or 40 hours per week of work save and except hours worked after a rest period of 8 hours as per Article 14.03 (c). The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate of pay. (This does not apply to extended tours)

For employees working extended tour, overtime shall be defined as being all time worked beyond the extended tour referred in article 14.01 B), or 80 hours per pay period (two weeks).

Notwithstanding the provisions of Article 15.01, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of an employee or changeover to Daylight Saving from Standard Time and vice versa or exchange of shifts by two (2) employees.

15.02 - OVERTIME PREMIUM AND NO PYRAMIDING

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

15.03 - TIME OFF IN LIEU OF OVERTIME

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half (1½) times, then time off shall be at one and one-half (1½) times).

Where an employee chooses the latter option, such time off must be taken within the same budget year as it is earned. However, any Lieu Time off accumulated during the last three (3) months of the budget year can be scheduled to be taken off, following the manager's prior approval, no later than June 15th of the calendar year in which it is earned. If not taken, payment will be made. Employees may not take Time off in Lieu of Overtime during the period of December 20th to January 6th inclusively, and the summer schedule period (June 15th to September 15th) inclusively.

15.04 - REPORTING PAY

Employees who report for any additional shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours.

However, must remain on site and will perform the work of a security guard. If the employee chooses to leave before the end of the four (4) hour period, he will need to complete the consent form and will only be paid for the time worked. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. The employee will not be required to perform any work outside of the bargaining unit.

15.05 - SHIFT AND WEEKEND PREMIUM

Employees shall be paid a shift premium of one dollar and fifty-five (\$1.55) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and seventy-five cents (\$1.75) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

An employee shall receive time and one-half (1-1/2) for all hours worked on a third and additional, if any, consecutive and subsequent weekend save and except:

- (a) such weekend has been worked by the employee to satisfy specific days or requested by such employee; or

- (b) such employee has requested weekend work; or
- (c) such weekend is worked as the result of an authorized exchange of shifts with another employee; or
- (d) the employee is hired or occupies a position which is scheduled to work weekends only.
- (e) An employee receives overtime premium payment for a second consecutive shift of duty on a Friday night that extends into Saturday morning, that premium paid tour will not trigger a requirement for third or consecutive weekend premium for the immediately following weekend.

15.06 MEAL ALLOWANCE

An employee who is requested by the Employer to work in excess of a minimum of four (4) consecutive hours overtime at the end of his regular shift and who has not been notified before reporting for work that he will be required to do so, will be provided with a per diem of \$11.00 in lieu thereof. Such per diem shall be paid by direct deposit on the employee paycheck.

ARTICLE 16 – HOLIDAYS

16.01 - NUMBER OF HOLIDAYS

(The following clause is applicable to full-time employees only)

There shall be twelve (12) designated holidays and these holidays are;

New Year's Day, January 1 st	Labour Day
January 2 nd	Thanksgiving Day
Family Day (3 rd Monday in February)	
Good Friday	Remembrance Day (Nov. 11 th)
Victoria Day	December 25 th
Civic Holiday	December 26 th
(1st Monday of August)	Canada Day, July 1 st

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS

(The following clause is applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day an employee must complete his scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, and is absent shall not be entitled to holiday pay or to a lieu day to which he would otherwise be entitled unless such absence was due to a satisfactory reason.

If one of these holidays falls on a scheduled day off or during the regular vacations, the employees do not lose this holiday.

Employees who are on leave of absence without pay from the Hospital on the day a designated holiday falls, which absence commenced more than thirty (30) calendar days prior to the date of the holiday, shall not be entitled to receive holiday pay. Employees absent from work due to a compensation able accident shall receive holiday pay only to the extent of the difference of the Hospital's liability for the accident and Workers' Compensation Board payments made to the employee.

16.03(A) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to full-time employees only)

If an employee is required to work on any of the holidays the employee shall be paid at the rate of time and one-half (1-1/2) his regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Lieu days as herein described are to be arranged in advance, by mutual agreement between the person responsible for the schedule and the employee, and should be taken within the period of four (4) weeks before and four (4) weeks following the date on which the holiday falls.

16.03(B) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to part-time and casual employees only)

If an employee is required to work on any of the holidays the employee shall be paid at the rate of time and one-half (1-1/2) his regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

16.05 - HOLIDAY WEEKENDS

Whenever an employee is scheduled to work on a statutory holiday, they will have the option to work or request the day off through the vacation planner. If the employee requests the day off, the shift will be offered through Vocantas. Should no employee voluntarily accept the shift, it will be filled by reverse seniority among qualified employees.

16.06 – CHRISTMAS AND NEW YEAR’S DAY

For Christmas and New Year’s Day, these holidays will be distributed on a rotation basis. In case of a conflict, the Hospital will check the previous year’s Holiday Schedule to see who was off and those who were off will be expected to work.

Christmas and New Year’s preference will be produced according to the following timetable:

Posting by October 15th.

Requests by November 1st.

Authorization by November 15th.

ARTICLE 17 – VACATIONS

Article 17 Vacation

The vacation year extends from May 1st to April 30th of each year and service for the purpose of calculating vacation entitlement shall be as at April 30th of the current year.

Employees will submit their vacation request in advance, and the Hospital will advise the employees of the granting of such requests in accordance with the following timetable:

Vacation Period	Requested by	Authorized by
Sept. 16th – Jan. 31st	Jun. 1st	Jun. 30th
Feb. 1st – June 14th	Nov. 1st	Nov. 30th
June 15th – Sept. 15th	March 1st	March 31st

If the employees submit their vacation preference within these timelines, seniority applies. Outside these timelines, the date of the request will determine the order of vacation confirmation (approval or refusal), not seniority. In cases where vacation weeks overlap two different periods, first day of vacation define the period.

17.01(A) - FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

(The following clause is applicable to Full-Time employees only)

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	13	4
13	20	5
20	28	6
28		7

17.01(B) - PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

(The following clause is applicable to part-time and casual employees only)

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 3,200		4%
3,200	8,000	6%
8,000	20,800	8%
20,800	32000	10%
32000	44,800	12%
44,800		14%

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1600 hours worked.

17.02 - WORK DURING VACATION

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 - ILLNESS DURING VACATION

(The following clause is applicable to full-time employees only)

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

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

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

17.04 - BEREAVEMENT DURING VACATION

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

17.05 VACATION PAY

For full-time employees, vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work. Upon written request, vacation pay shall be paid on the pay day preceding an employee's vacation.

For part-time employees, they shall receive their vacation pay annually at the end of May. If requested, the employee may receive his vacation pay prior to the commencement of his vacation if he requested it in writing prior to May 15th. This request must state the date when the employee wished to be paid.

For casual employees, they shall be entitled to receive vacation payments in lieu on a bi-weekly basis as per the provision set out in 17.01 (b).

ARTICLE 18 - HEALTH & WELFARE

18.01 - PENSION

(The following clause is applicable to full-time employees only)

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

18.02 RETIREMENT ALLOWANCE

Prior to issuing notice of layoff in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

18.03 - Benefits Acknowledgement

The salary scale, as outlined in Schedule "A", includes all wages and compensation in lieu of all benefits (e.g. Extended Health Care, HOODIP (Short Term Disability, Long Term Disability), Life Insurance, Dental Care, Paid Holidays) to which the bargaining unit members are entitled. In consideration of the substantial wage increases granted in this round of bargaining, it is hereby agreed and understood that neither party shall introduce benefits (e.g. Extended Health Care, HOODIP (Short Term Disability, Long Term Disability), Life Insurance, Dental Care, Paid Holidays) in any subsequent negotiations, either within the salary scale or separately. It is further understood that neither party shall introduce, directly or indirectly, the issue of the addition/inclusion of benefits in any subsequent interest arbitration hearing and the arbitrator or Board of Arbitration shall have no power to grant such benefits.

ARTICLE 19 – SAFETY EQUIPMENT

19.01 - PROTECTIVE FOOTWEAR AND UNIFORM

- a) The Hospital will provide two hundred and fifty (\$250.00) dollars every calendar year to full-time and part-time employees who have completed their probation period upon presentation of the receipt for purchase of such footwear. It is understood that security guards are required to wear safety footwear during the course of their duties. Footwear will be replaced if damaged while on duty and are unusable subject to management approval.
- b) The Hospital will provide two hundred and fifty (\$250.00) dollars every four (4) calendar years to casual employees who have completed their probation period upon presentation of the receipt for purchase of such footwear. It is understood that security guards are required to wear safety footwear during the course of their duties. Footwear will be replaced if damaged while on duty and are unusable subject to management approval.

19.02 UNIFORMS

The Hospital will provide uniforms on the following basis to employees:

- a) Full time employees: Annually three (3) shirts and three (3) pairs of pants from their date of hire anniversary. Uniforms will be replaced if damaged during the normal working course while on duty.
- b) Part time employees: Annually three (3) shirts and two (2) pairs of pants from their date of hire anniversary. Uniforms will be replaced if damaged during the normal working course while on duty.
- c) Casual employees: Annually, if needed, two (2) shirts and one (1) pair of pants from their date of hire anniversary. Uniforms will be replaced if damaged during the normal working course while on duty.
- d) The annual triggers are July 1st of each year.
- e) A security belt and Kevlar gloves will be provided to new employees upon hire.
- f) f) One (1) winter jacket and (1) security vest will be provided per full-time and part-time employees every five (5) calendar years.

Winter jacket, belts, security vest and Kevlar gloves will be replaced if damaged during the normal working course while on duty or from time to time as determined by the Employer.

ARTICLE 20 – COMPENSATION

20.01 (A) - JOB CLASSIFICATION

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of his position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.01(B) - JOB DESCRIPTIONS

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01(a) above.

20.02 - PROMOTION TO A HIGHER CLASSIFICATION

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

20.03 - PROGRESSION ON THE WAGE GRID

(The following clause is applicable to part-time employees only)

Part-time employees, including casual employee, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1600 hours worked.

20.04 SALARIES

1. It is understood that the salary scales appearing in Schedule "A" form part of this agreement.
2. The regular straight time of pay is that prescribed in wage Schedule "A" of this Collective Agreement.

20.05 PAY PERIODS

The Hospital must pay its' employees by direct deposit and the following information must be inscribed thereon: surname and first name of the employee, date of pay period, deductions made, the number of working hours both regular and overtime.

Electronic Pay Stubs will be available every two (2) weeks on pay day.

In the event of an error of \$50.00 or more on the pay caused by the Hospital, the latter undertakes to correct it within three (3) working days following his regular pay day.

20.06 VALID LICENSE

All employees in a position of Security Guard or any other security position as required by legislation must hold and carry a valid license. Any employee requiring a valid license shall provide proof of his license to the Manager of Security Service (or his designate) at the time of initial issuance, or in advance of the time of hire, and at, or in advance of each renewal date. Any employee requiring a valid license who fails to obtain or hold and carry a valid license shall be immediately relieved from duty without pay. The employee will be granted ninety (90) calendar days to obtain or hold and carry a valid license from the date of failure to first provide proof of possession of a valid license. During this period, seniority will be frozen and will not accrue. Failure to obtain or hold and carry a valid license within ninety (90) calendar days will result in termination.

ARTICLE 21- DURATION

21.01 - TERM

This Agreement shall continue in force until May 19, 2028 and remain in force thereafter from year to year unless either party gives written notice according to Article 21.02

21.02

If one of the parties wishes to propose changes or amendments to this Agreement, it shall, within the period of ninety (90) days before the expiration of the Collective Agreement, notify in writing the other party of the changes or amendments that it proposes. The other party is obligated to undertake negotiations for the renewal or the revisions of the Agreement within fifteen (15) working days following receipt of such a notice, and each party must therefore enter into negotiations in good faith and endeavor to conclude a new and revised Agreement.

ARTICLE 22 – GENERAL PROVISIONS

22.01 COPIES OF THE AGREEMENT

The Union and the Hospital wish that each employee is familiar with the terms of this Agreement as well as the rights and duties that it provides for him. An electronic copy of this Agreement will be made available to all members on the Hospital Sharepoint.

22.02 INFLUENZA VACCINE

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

- (a) Employees shall, subject to the following, be required to be vaccinated for Influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccination during working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee gets sick as a result of the vaccination and applies for WSIB, the Hospital will not oppose the claim.
- (e) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.

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

22.03 MEDICAL EXAMS

The annual medical examination as well as the various immunizations required by the Hospital shall be without cost to the employee.

22.04 – BULLETIN BOARD

The Hospital shall provide notice boards which will be located in places where all employees shall have access and on which the Union shall have the right to post notices of meetings or any other notices likely to interest the employees. However, no document shall be posted without authorization from the Administration of the Hospital. Keys will be held by the Human Resources and the Union President. Authorization shall not be unreasonably withheld or delayed.

22.05 PARKING

The Hospital shall provide adequate and free parking to all employees.

22.06 PICKET LINES

It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a legal picket line, where such crossing would probably result in personal injury or damage to a vehicle.

22.07 CPR

The employees will have the opportunity to take the CPR course either to get their certification or to get their recertification on the Employer premises or at a convenient location. The Employer will pay the cost of the CPR course to the employees. Time spent for the course should be paid to the employees at their regular salary rate for maximum of up to three (3) hours.

22.08 - Authorized Leave for Familiarization Outside the Bargaining Unit

The parties agree that employees wishing to familiarize themselves with positions outside the scope of this Collective Agreement may be granted authorized leave for up to 364 days within Hawkesbury General Hospital. Such leave shall not result in any loss of seniority, and seniority will continue to accrue based on the employee's established work schedule from the twelve-month period prior to taking leave.

Salary Scale (Schedule "A")

<u>Part-time Employees Non-participation in HOOPP</u>		<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>
<u>May 19, 2024</u>		<u>\$25.64</u>	<u>\$28.96</u>	<u>\$32.27</u>
<u>May 19, 2025</u>	<u>3.25%</u>	<u>\$26.47</u>	<u>\$29.90</u>	<u>\$33.31</u>
<u>May 19, 2026</u>	<u>2.95%</u>	<u>\$27.26</u>	<u>\$30.78</u>	<u>\$34.30</u>
<u>May 19, 2027</u>	<u>2.30%</u>	<u>\$27.88</u>	<u>\$31.49</u>	<u>\$35.09</u>

<u>Full-time/Part-time Employees Participating in HOOPP</u>		<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>
<u>May 19, 2024</u>		<u>\$23.59</u>	<u>\$26.65</u>	<u>\$29.68</u>
<u>May 19, 2025</u>	<u>3.25%</u>	<u>\$24.35</u>	<u>\$27.51</u>	<u>\$30.65</u>
<u>May 19, 2026</u>	<u>2.95%</u>	<u>\$25.07</u>	<u>\$28.32</u>	<u>\$31.55</u>
<u>May 19, 2027</u>	<u>2.30%</u>	<u>\$25.65</u>	<u>\$28.97</u>	<u>\$32.28</u>

* It is understood and agreed that the wages outlined in Schedule A above are inclusive of payment for other benefits including holiday pay. The parties agree that these inclusions are consistent with the requirements of the *Ontario Employment Standards Act*.

Signed and dated at Hawkesbury this _____ day of _____ 2025.

FOR THE EMPLOYER

FOR THE UNION

Letter Of Understanding

RE: WORKFORCE PLANNING - JULY 1st AND NOVEMBER 11th STATUTORY HOLIDAYS

WHEREAS that the public holidays of July 1st and November 11th are not systematically adjacent to weekends;

AND WHEREAS that these holidays occur on Tuesdays, Wednesdays and Thursdays approximately once every five years;

AND WHEREAS that the Employer may reduce its workforce on statutory holidays;

NOW THEREFORE that the parties wish to establish terms and conditions for the application of the rules relating to vacations and workforce planning for these special situations;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part of this letter of agreement.
2. In sectors that do not operate with reduced staffing on Statutory Holidays :
 - a. The master schedule of employees remains unchanged on July 1 and November 11 when these holidays occur on Tuesdays, Wednesdays and Thursdays.
3. In areas where the Employer determines that a reduction in the workforce is required on Statutory Holidays:
 - a. Notwithstanding their assignment in the department or unit, employees scheduled on July 1 and November 11 who do not wish to work on these dates may submit a leave request via the vacation planner covering the period concerned. Leave requests will be approved according to the parameters in force.
 - b. If the number of employees requesting vacation leave is insufficient, the Employer will apply the principle of reverse seniority to reduce the number of employees.
 - c. If the number of available employees exceeds operational requirements, the Employer will apply the principle of seniority to adjust the workforce.
 - d. Employees must possess the skills and training required to perform their assignments.
4. All other provisions of the Collective Agreement remain applicable.
5. This agreement is entered into without prejudicial admission and does not constitute a precedent between the parties.

