



**Collective Agreement
Between**

Teamsters Local Union No. 419
(hereinafter referred to as the "Union")

And

EllisDon Facilities Services (Osler) Inc.
(hereinafter referred to as the "Company")

October 12, 2019 to October 11, 2024



EllisDon

IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

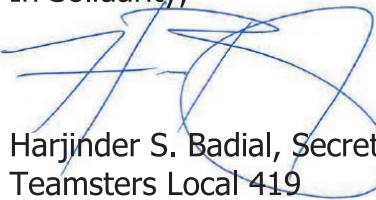
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of
EllisDon Facilities Services (Osler) Inc.**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.5 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

President	JASON SWEET
Vice-President	OWEN LANE
Secretary-Treasurer	HARJINDER S. BADIAL
Recording Secretary	KEITH BRUCE
Trustee	AARON NOVIELLI
Trustee	GWEN PAINTER
Trustee	TROY SNOW
Business Agent	KEN DEAN
Business Agent	FAHEEM BHATTI
Business Agent	BRANDON DAWE

STAFF

Accounting	DEBBIE HOBBS
Executive Assistant	JOY QUE
Admin. Support/Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



**International Brotherhood of Teamsters
1,400,000 Members**

**Teamsters Canada
130,000 Members**

**Teamsters Ontario
Joint Council 52
44,000 Members
In nine (9) different local unions across
the Province of Ontario**

Teamsters Canada

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



Members in each Province:

British Columbia – 30,000
Alberta – 8,000
Saskatchewan – 1,000
Manitoba – 2,000
Ontario – 44,000
Quebec – 41,000
Newfoundland – 1,000
Nova Scotia and New Brunswick – 2,000

Teamsters Canada

TEAMSTERS CANADA SERVICES	UNION SERVICES
<ul style="list-style-type: none"> - Research - Governmental Affairs - Education - Communications - Recruiting - Out-of-work Benefits - Health and Safety - Human Services 	<ul style="list-style-type: none"> - Negotiation/Collective Bargaining - Grievance and Arbitration Procedure - Health and Welfare Program - Pension Plan Program - Job Security - Legal Assistance - Political Action - Governmental Representation - Workplace Safety and Insurance Board Advocacy - Human Relations - Education - Research - Members Scholarship - Health and Safety Program - Union Publication - Communications - Credit Card Program - Public Campaign - Charity Sponsorship - Retirees Program - Recruiting - Out-of-Work Benefits - Accounting System (TITAN)
<p style="text-align: center;">TRADE DIVISIONS</p> <ul style="list-style-type: none"> - Brewery, soft Drink - Construction - Dairy and Bakery - Warehouse - Movie and Trade Union - Chemical and Energy - Printing and Newspaper - Industrial Trades - Courier - Freight and Cartage - Airline - Rail - Armoured Cars - Healthcare <p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	

WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help with worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interests of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY
(Ministry of Labour)
Toronto – 416-326-7770, Mississauga – 905-273-7800
After hours – 1-800-268-6060**

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ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the employer and the employees concerned, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions, and to provide a process for prompt and equitable disposition of grievances.

All parties to the Agreement share a desire to provide quality patient care in the facility, and to promote the well being and increased efficiency of employees so that the people of the community are well and effectively served.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 (a) Full Time Scope

The corporation recognizes the Teamsters Local 419 as the bargaining agent of all office and clerical employees of Carillion Services (WOHC) Inc. employed at the William Oster Health Centre, save and except supervisors, persons above the rank of supervisors, secretaries to the President and CEO, Vice Presidents, Directors, Administrative Directors, Medical Chief of Staff, Medical Chiefs of Service, persons regularly employed for not more than twenty-four hours per week, persons employed for school vacation periods and employees covered by other collective agreements.

(b) Part Time Scope

The corporation recognizes the Teamsters Local 419 as the bargaining agent of all office and clerical employees of Carillion Services (WOHC) Inc. employed at the William Osler Health Centre, regularly employed for not more than twenty-four (24) hours per week, save and except supervisors, persons above the rank of supervisors, secretaries to the President and CEO, Vice Presidents,

Directors, Administrative Directors, Medical Chief of Staff, Medical Chiefs of Service, and employees covered by other collective agreements.

2.02

It is understood that persons employed in the Employee Services, Occupational Health and Labour Relations Departments are excluded from the bargaining unit on the basis that they are employed in a confidential capacity in matters relating to labour relations pursuant to the Labour Relations Act. Secretaries to Department Heads/Managers who are employed in a confidential capacity in matters relating to labour relations pursuant to the Labour Relations Act are excluded.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

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

Maintain order, discipline and efficiency;

Hire, discharge, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.

Establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;

Generally, to manage and operate the business in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on an approved leave of absence. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer 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.

Prior to invoking article 4.01 the Employer shall give notice as described in article 4.01 through the labour management meeting(s). Such notice will be given in writing.

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 probation period will be credited with the appropriate seniority and service, for clarity Article 9.01 (Probationary Period) does not apply to this group of employees during the period of temporary assignment.

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

4.02

Where the masculine or singular pronoun is used, it shall mean and include the feminine or the plural pronoun where the context so requires, and vice versa

4.03 Union Representative

Union representative is defined as a Staff Representative of the bargaining agent as assigned by the President or designate

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deduction of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

The Employer 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 Employer's payroll system.

(a) All employees who are presently employed by the Employer must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly of all members in the bargaining unit.

New employees shall make application for Union membership on cards supplied by the Union prior to completion of their probationary period and the Employer will forward their membership cards to the Union following their probationary period.

A new employee will have the opportunity to meet with the Union for a period of up to fifteen (15) minutes during probation. 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 the employees by the Employer.

(b) Monthly deductions shall be made and forwarded to the Secretary Treasurer or designate on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed. The Employer will

provide such monthly dues to the Union in an electronic format on a template provided by the Union

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the

parties. If there is no agreement, the Employer shall make the deductions(s) in the manner prescribed by the Union.

The Employer shall, when remitting such dues, provide name of employees, and their work site. The Employer will provide such information in an electronic format on a template provided by the Union.

5.02 Interview Period

A union representative shall be given the opportunity of interviewing each new employee once, upon completion of the employee's probationary period, for the purpose of informing such employee of the existence of the Union in the Hospital. The Employer shall advise the Union as to the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises in a room designated by the Employer, and the employees shall be advised to report to this room for interview during the interview period.

5.03 Employees Lists

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the Employer agrees to provide the union with the information in an electronic format (electronic mail) wherever possible, the parties will meet to discuss the format in which the information will be set out. The Employer also agrees to provide the Union with employee addresses on an annual basis.

The Union agrees to keep the Employer harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

The Employer agrees to provide the Union with employee addresses on an annual basis and will provide this information in an electronic format on a template provide by the Union. Such list shall be inclusive of, but not limited to, employment status, department, site, phone number(s) SIN and home address, EMAIL ADDRESS. The Union agrees to keep the Employer harmless from any claims against it by an employee which arise out of any deduction or information provided in this article.

The Employer agrees to provide the Union on a monthly basis with the following

- New Hires
- Resignations/Terminations
- Unpaid Leave of Absences greater than one month

5.04 Temporary/Part Time Employees

Temporary employees and/or part time employees shall not be used to the extent that they prevent the hiring of, or replace a full-time employee.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. Violation of this article shall render any employee liable to discipline or dismissal, but a claim of unjust dismissal or treatment may be the subject of a grievance, and be dealt with under the appropriate section of this Agreement.

7.01 Grievance Committee

(a) The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than one (1) employee and one (1) alternate employee selected by the Union who have completed their probationary period. A general 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.

(b) The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

(c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

(a) The Employer agrees to recognize one (1) Union steward and one (1) alternate Union steward to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward 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 Employer notified in writing of the names of Union stewards appointed or selected under this article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer 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 parttime stewards and vice versa.

7.03 Negotiating Committee

(a) The Employer agrees to recognize a Negotiating Committee comprising of two (2) members and one (1) alternate member to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.

(b) Where the Employer participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.

(c) Where the Employer does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

(d) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Employer up to, but not including, arbitration.

(e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representative of the Union when negotiating with the Employer.

7.04 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.

An equal number of representatives of each party as mutually agreed 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 shall be deemed to be at work for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable. 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.

It is 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.

Where two or more agreements exist between a Employer and Teamsters the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01

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

8.02

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

8.03

At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Employer shall notify the employee of his right in advance.

Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing, within three (3) days.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence.

Step 1

The employee shall submit the grievance, in writing, and signed by him, to (designated by Employer). The employee may be accompanied by a Union steward. The (designated by Employer) will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Employer may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the (designated by Employer).

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

The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged

violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed.

Where the grievance is an Employer grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the ("designated by Employer") within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 2 of the grievance procedure to the Employer within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

(a) confirming the Employer's action in discharging the employee,
or

(b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,

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

8.08

(a) Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

(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/arbitrator 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/arbitrator.

8.09

All agreements reached, under the grievance procedure, between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

8.10

(a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees

shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

(b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.

8.11

No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

8.12

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.

8.13

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.14

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.

8.16

Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

8.17

Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY & SENIORITY LISTS

9.01

(a) Probationary Period Full Time

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Employer, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

(b) Probationary Period Part Time

A new employee will be considered on probation until he has completed three hundred and thirty-seven and one-half (337.5) hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to three hundred and thirty-seven and one-half (337.5) worked hours. With the written consent of the Employer, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02

(a) Definition of Seniority Full Time

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis. Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

Notwithstanding the above, employees will be credited with the seniority held under the agreement expiring October 10, 2011.

(b) Definition of Seniority Part Time

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

Notwithstanding the above, employees will be credited with the seniority held under the agreement expiring October 10, 2011.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule all parttime employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

Employees' hours of service x 1725 = Converted hours of service
1950

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

9.04 Loss of Seniority Full Time and Part Time

An employee shall lose all seniority and shall be deemed terminated if:

(a) employee quits;

(b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

(c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;

(d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;

(e) employee has been laid off for forty-eight (48) months;

(f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

9.05 Effect of Absence Full Time

Unless otherwise provided in this Collective Agreement:

(a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of

subsidized employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. or LTD benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave (including the Employment Insurance period) or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effect of Absence Part Time

Part-time employees shall accrue seniority for the duration of the absence. If an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Part time employees shall accrue service for period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

(d) Employees are entitled to leaves in accordance with the provisions of the Employment Standards Act, 2000. Should any provision in this article conflict with the Employment Standards Act, 2000, the legislative provision(s) prevail.

9.06 Seniority Lists

Full Time

Seniority lists shall be established for all employees who have completed their probationary period based on each employee's total number of years worked since January 1, 1979.

Part Time

Seniority lists shall be established for all employees who have completed their probationary period based on each employee's total number of hours worked since January 1, 1979.

A copy of the seniority lists will be filed with the Union and the Chief Steward, within thirty (30) days of the execution of this Agreement. Thereafter seniority lists will be supplied to the Union and the Chief Steward twice yearly (March and September). In addition to the foregoing, the Employer will supply the Union and the Chief Steward with the addresses of new employees when they are placed on the check off list for the first time.

Unless otherwise agreed to by the parties, seniority will operate on a bargaining unit wide basis within each employee(s)' respective seniority list.

Employee Step Down

(a) Any full time employee that desires a "step down" to part time status shall make his/her desire known in writing on a form supplied by the Union, and agreed by the Employer, with a copy sent to the chief steward and the Union office

(b) The parties will meet to identify an appropriate vacancy prior to the posting being made within the part time bargaining unit.

(c) If "stepping down" occurs the employee will be limited from applying for posted positions for a period of one (1) year.

(d) The Employer will post the vacancy created by the "stepping down" pursuant to Article 11.

(e) Step Down forms will be renewed on an annual basis.

ARTICLE 10 - JOB SECURITY FULL TIME

10.01

(a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that the Employer may propose taking; (ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions with the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

The maximum number of persons per party recognized under 10.01 shall be seven (7). It is understood that the meetings of the Staff Planning Committee shall be held in February, May, July and November. This agreement shall not preclude either party from giving two (2) weeks notice to meet in the staff planning forum or mutually agreeing to meet in this forum on additional agreed to dates.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable. The Employer shall make typing and other such clerical assistance available as required.

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Employer and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Layoff

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 Employer 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.

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

(i) reassignments will occur in reverse order of seniority; the

(ii) reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;

(iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and

(vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

(i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of pay to a maximum of sixteen (16) and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.02(a)(ii) that his or her

position will be eliminated, he or she 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.

Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

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

Voluntary Exit Option

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

(i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more

employees than are required are interested, the Employer will make its decision based on seniority.

(ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.

(iii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.

(iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks pay.

(d) A full time employee who has completed one year of service and

(i) whose lay-off is permanent, or

(ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26)

weeks' pay. The entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.05 Layoff and Recall

(a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

(b) An employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with

lesser seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.

(c) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

(e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

(f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(g) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following

the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

10.06 Benefits on Lay-Off

In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first

10.07 LHIN Initiative Full Time

The parties agree that any LHIN initiative and/ or its direct replacement as designated by the Provincial Government that will have a direct impact on the members of the bargaining unit will be

raised through the Staff Planning Committee, in accordance with Article 10.

Any dispute relating to the forgoing provisions may be filled as a grievance.

ARTICLE 10 - JOB SECURITY PART TIME

10.01

(a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that the Employer may propose taking:

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions with the Employer for which surplus members of the bargaining unit might qualify, or such positions

which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives from the Employer and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party. Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable. The Employer shall make typing and other such clerical assistance available as required.

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Employer and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Employer and the Union resulting from the above review concerning the method of

implementation will take precedence over the other provisions of this agreement.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or longterm nature or the elimination of a position within the bargaining unit, the Employer 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.

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

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

(iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and

(vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

(i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production

of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1 ,250) dollars.

(b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP

within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

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

An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Employer to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

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

(c) Voluntary Exit Option

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

(i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.

(ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.

(iii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.

(iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks pay.

10.04 Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the

names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HSTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

10.05 Layoff and Recall

In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or

(ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level

of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.

(c) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

(e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

(f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in

accordance with the loss of seniority provision, or have been found unable to perform the work available.

(g) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days(exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to

work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(k) A laid off employee shall retain the rights of recall for a period of twentyfour (24) months from the date of layoff.

10.06 1-HIN Initiative Part Time

(a) The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit will be raised through the Staff Planning Committee, in accordance with Article 10.

(b) Any dispute relating to the forgoing provisions may be filled as a grievance.

ARTICLE 11 JOB POSTING

11.01 Full Time

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, 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.

Part Time

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, 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.

11.02 Full Time and Part Time

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Full Time and Part Time

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days,

excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

11.04 Full Time and Part Time

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

11.05 Full Time and Part Time

The Employer agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 10 of its intention to eliminate the position.

11.06 Full Time and Part Time

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

11.07 Full Time

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other Teamsters 419 bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of Teamsters 419 bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

Part Time

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other Teamsters 419 bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of Teamsters 419 bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

11.08 Full Time and Part Time

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

11.09 Full Time and Part Time

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

11.10 Full Time and Part Time

Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in Teamsters 419 bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Employer. In considering such part-time employees, the criteria for selection shall be ability, experience and qualifications.

Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. Parttime employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.11 Full Time and Part Time

The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements

ARTICLE 12 - NO CONTRACTING OUT FULL TIME AND PART TIME

12.01

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

12.02

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor, agrees;

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement

with the Union, and to execute an agreement with the Union to that effect.

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

12.03

On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT FULL TIME AND PART TIME

13.01 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.

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the Employer will attempt to contact part-time staff who would normally perform the duties in question.

13.03 Volunteers

(a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

(b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days, notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

ARTICLE 14 - TECHNOLOGICAL CHANGE FULL TIME AND PART TIME

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the 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, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislation.

ARTICLE 15 - LEAVES OF ABSENCE FULL TIME AND PART TIME

15.01 Bereavement Leave

Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent. An employee who notifies the Employer as soon as possible following bereavement will be granted up to three (3) consecutive working days off, without loss of his regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Employer, in its discretion, may extend such leave with or without pay. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt or uncle, niece or nephew. Where an employee does not qualify under the above-noted conditions, the Employer may, nevertheless, 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.

15.02 Education Leave

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits

to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application by the employee to the administration of the Employer. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavor to arrange the shifts of employees attending courses or seminars to permit such attendance.

(c) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

(d) Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital

15.03 Jury and Witness Duty

(a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

(i) notifies the Employer immediately on the employee's notification that he will be required to attend at court;

(ii) presents proof of service requiring the employee's attendance;

(iii) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

Full Time

(b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1 1/2) his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium payment.

Where the Employer is unable to reschedule the employee and, as a result, he/she is required to attend during other than his/her regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at the straight time hourly rate subject to (a), (b), and (c) above

Part Time

(b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight

time hourly rate subject to the overtime provisions of the collective agreement and subject to (i), (ii) and (iii) above.

15.04 Pregnancy Leave

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

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer 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 Employer at least two (2) weeks in advance thereof.

(d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. That supplement shall be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

In addition to the foregoing, The Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance Benefits.

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

(f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating provided the employee pays their portion of the contributions, 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.

15.05 Parental Leave

(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 at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Employer 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.

(d) 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 Employer at least two (2) weeks in advance thereof.

(e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance parental benefits.

Where an employee elects to receive parental leave benefits pursuant to 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the Employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the employment Insurance Act.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours

plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

In addition to the foregoing, The Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first (1) one week period of the leave while waiting to receive Employment Insurance Benefits.

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

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

(g) Full Time

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

Part Time

The Employer will continue to pay its share of the contributions of the pension plan in which the employee is participating, provided the employee pays their portion of the contributions, for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty three (63) weeks

after the parental leave began otherwise, while the employee is on parental leave.

The Employer will also continue to pay the percentage in lieu of benefits for a period of up to eleven (11) weeks. The Employer will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

(h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-Time Union Office

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

(a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education

classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer.

15.08 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

(a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

(b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e.) the salary deferral portion), stating the intended purpose of the leave.

(c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.

(d) Where there are more applications than spaces allotted, seniority shall govern. (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the

(f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

(g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

(h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

(i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

(j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

(k) The Employer will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the

deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

(l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

(m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include

(i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09 Personal Leave

Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

The Employer may grant a leave of absence to any employee for legitimate personal reasons and any employees who are absent with such written permission for a period of thirty (30) continuous calendar days or less shall not be considered laid off and their seniority shall continue to accumulate during their absence.

Notwithstanding the above, employees may utilize accrued lieu time, float holidays or accrued vacation for situations of Emergency

Leave as recognized under the Ontario Employment Standards Act. Such days will be counted as Emergency Leave Days to be taken at a minimum of 4 (four) hour increments, if so requested.

15.10 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

- (i) A personal illness, injury or medical emergency
- (ii) The death, illness, injury or medical emergency of an individual described in this Article.
- (iii) An urgent matter that concerns an individual described in this Article.

For the purpose of this Article, the individuals referred to in this Article are: the employee's spouse, a parent, step-parent or foster parent of the employee or the employee's spouse, a child, step-child or foster child of the employee or the employee's spouse, a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse, the spouse of a child of the employee, the employee's brother or sister, a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her

Employer that he or she will be doing so. If the employee must begin the leave

before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have

taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

However, if employees have accrued lieu time, float holidays or accrued vacation, such accruals may be utilized to attend Medical or Dental appointments at the employee's discretion. Such days will be counted as Emergency Leave Days to be taken at a minimum of 4 (four) hour increments, if so requested.

15.11 Compassionate Care Leave

The Employee and the Employer will continue to pay their respective shares of the benefits and pension premiums

(a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 week period in accordance with section 49.1 of the Employment Standards Act.

(b) An employee who is on compassionate care leave shall continue to accumulate seniority and service

(c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.

ARTICLE 16 - HOURS OF WORK

16.01(a) Daily and Weekly Hours of Work Full Time

Except in those areas where the parties agree otherwise, the regular work week for all employees shall average thirty-seven and one-half (37 1/2) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. Except in those areas where the parties agree otherwise, the normal daily hours of work shall be seven and one-half (7 1/2) hours not including a one-half (1/2) hour unpaid meal break.

The provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

It is understood that normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of the articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee to working schedules.

16.02 Rest Periods

(a) All full-time employees will be allowed a rest period for each three and threequarters (3 3/4) hours worked, of fifteen (15) minutes' duration without reduction in pay and without increasing the regular working hours.

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

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavor to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

16.04

The schedule will be posted at least two (2) weeks in advance of going into effect and will cover a four (4) week period.

16.05

The employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Employer results from such exchange of shifts.

16.06

Each employee shall conform to the time keeping requirements of the Employer. Failure to do so may be caused for disciplinary action.

16.07

Overtime work shall be compensated in compliance with article 17.02 only when the employee is authorized in advance on each occasion by the employee's immediate supervisor.

Where additional part-time tours are required over and above the posted work schedule the work will be offered to employees within the same classification, by department, and with stated availability on the day in question in descending order of seniority on a rotating

basis, provided the employee is qualified and experienced to perform the work.

16.08

Employees desiring to leave the Hospital premises prior to normal quitting time must obtain permission from his or her Department Head before leaving his or her work. Employees arriving late will be penalized.

16.09

Employees must notify the Employer no less than one (1) hour prior to the commencement of the day shift, and no less than three (3) hours prior to the commencement of the evening and night shift, that they will not be reporting for work as scheduled. Failure to notify the Employer as required above may, at the discretion of the Employer, disqualify the employee for any payment to which he/she may be entitled.

16.10

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavor to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

16.11

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

best efforts, was unable to meet this standard. This standard shall not apply where:

(i) where such weekend work was performed by the employee to satisfy specific days off requested by such employee; or

(ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) such weekend is worked as a result of an exchange of shifts with another employee; or

(iv) the Employer is unable to comply due to a prohibition against scheduling split days off.

16.12 It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the collective agreement arising out of forgoing undertakings.

16.13 If eleven (11) hours are not provided between shifts, the subsequent shift or part thereof will be paid as overtime. The forgoing shall have no application where other scheduling arrangements are provided acceptable to the employer and the employees affected and approved by the union.

16.14 It is agreed that the parties accept the use of twelve (12) hour shifts provided that any affected employee be entitled to vote on such twelve (12) hour schedules. A voting success rate of 75% is required. Twelve (12) hour shifts may be discontinued in any unit when the Employer states its intention to discontinue this schedule because of adverse effects on patient care, inability to provide a workable staffing schedule, or other reasons related to operational requirements

16.01 (b) Daily and Weekly Hours of Work Part Time

(I) The regular day shift shall not normally exceed eight (8) hours inclusive of meal time for each employee, although it is understood that this Article shall not be, nor be construed to be, a guarantee as to the hours of work per shift nor as to the hours of work per week nor as for any period whatsoever nor as a guarantee of working schedules.

It is understood that normal hours include those required to accommodate the change from Daylight Saving Time to standard time and vice versa to which the other provisions of the article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

(II) Except where employees are otherwise regularly scheduled for less than seven and one-half (7-1/2) hours per day (and except in cases of emergency) the regular shift shall comprise seven and one-half (7-1/2) hours of work exclusive of meal periods, such seven and one-half (7-1/2) hours to be completed within the eight (8) hours.

If eight (8) hours are not provided between scheduled shifts, the subsequent shift or part thereof will be paid as overtime. An accepted call in shift, with less than 8 hours between the two shifts, will not be applicable to OT

16.02 Rest Periods

(a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three quarter (3 3/4) hours during their shift.

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

16.03

Employees shall be offered work in accordance with operating requirements and their stated availability. Each employee shall elect, in writing, his part-time availability, for the duration of the Collective Agreement in accordance with the following:

(a) Part Time

1. Available for work a minimum of two (2) tours per week as required and assigned by the Employer; and
2. Available for work a minimum of two (2) of day, evening or night shifts where required to rotate; and
3. Available for work no less than two (2) weekends in every four (4) week period; and
4. Available for work as required and assigned by the Employer on the Christmas Holiday (including December 24th and 25th), or the New Year's Holiday (including December 31st and January 1st) and in addition, at least three (3) of the remaining paid holidays; two (2) of which must be either in the months of May, July, August and September;

- or -

(b) Casual

Available for work as follows:

1. 6 shifts averaged over a six (6) week period
2. Average of one weekend in 6

3. Available for work as required and assigned by the Employer over Christmas (December 24,25,26) or New Year's December 31 , January 1, and over the summer vacation period from June 15 to September 15 each year

4. Usage limited to 20% of Regular Part Time Staff

16.04

The schedule will be posted at least two (2) weeks in advance of going into effect and will cover a four (4) week period.

16.05

Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

16.06

Requests for change in posted time schedules must be submitted in writing in advance of the change requested. An exchange of shifts must be signed by the employee willing to exchange days off or tour of duty. It is understood that such tour of duty initiated by the employee and duly initialled by the employee and approved by the Employer shall not result in overtime payment of the employee by such change.

16.07

Employees desiring to leave the Hospital premises prior to normal quitting time must obtain permission from his or her Department Head before leaving his or her work. Employees arriving late will be penalized.

16.08

Employees shall be offered to work in accordance with operating requirements and their stated availability. Failure to be available as set out above, and as required and scheduled, may result in the employee not being offered further work and the employee may be removed from the part-time roster.

It is understood and agreed that absence due to illness accompanied by a Doctor's certificate or any approved Leave of Absence will not be considered as a failure to meet the commitment given to the Employer.

16.09

Where additional part-time tours are required over and above the posted work schedule the work will be offered to employees within the same classification, by department, and with stated availability on the day in question in descending order of seniority on a rotating basis, provided the employee is qualified and experienced to perform the work.

16.10

It is agreed that the parties accept the use of twelve (12) hour shifts provided that any affected employee be entitled to vote on such twelve (12) hour schedules. A voting success rate of 75% is required. Twelve (12) hour shifts may be discontinued in any unit when the Hospital states its intention to discontinue this schedule because of adverse effects on patient care, inability to provide a workable staffing schedule, or other reasons related to operational requirements.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

For the purpose of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedules "A" of this Agreement.

17.02 Overtime Premium

Employees shall be entitled to payment of time and one-half (1-1/2X) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7-1/2)

hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Employer. Such period for this purpose shall not exceed two (2) weeks. It is understood that no overtime will be paid where the time worked was a result of an exchange at shifts between employees.

Overtime shall be distributed as equally as practical among those employees normally performing the type of work to be done on overtime. Notice of overtime work shall be given as soon as practically possible. It is understood and acknowledged that the Employer has the right to require employees to perform reasonably authorized overtime work.

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

Overtime shifts will be offered on a rotating seniority basis over a two-week pay period, first to full time then to part time within the home department. The refusal of an overtime shift within the home department shall constitute time worked.

17.03 Cancellation of Shifts

Where less than four (4) hours notice is given to a part time employee that their shift is cancelled, time and one half (1 1/2) of the employees regular straight time hourly rate will be paid for all

hours on the employee's next shift worked. Such changes will not constitute a layoff

17.04 Reporting Pay

Employees who report for any scheduled 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 except when work is not available due to conditions beyond the control of the Employer. The Reporting Allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

17.05 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.00 (\$3.20 effective October 11, 2008) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.06 Call Back

(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1/1/2) after which they shall revert back to the regular shift.

(b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall

be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

(c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2-1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

Shift Premium

Employees shall be paid a shift premium of one dollar and fifty cents (\$1.50) effective October 12, 2019 per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 1/2), the time off shall be at one and one-half (1 1/2) times). Where an employee chooses

the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of

computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision. The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium

Employees shall be paid a shift premium of one dollar and fifty cents (\$1.50) effective October 12, 2019 per hour for all hours worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Employer may establish.

If an employee is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision

17.11 Premium Payment

Overtime shifts will be offered on a rotating seniority basis over a two-week pay period, first to full time then to part time within the home department. The refusal of an overtime shift within the home department shall constitute time worked.

17.12 Mentorship Premium

The employee(s) providing the mentorship training, will receive an extra one dollar sixty cents (\$1.60) per hour for the hours involved in the mentorship.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance Full Time and Part Time

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or twelve dollars (\$12.00) if the Employer is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the twelve Dollars (\$12.00) payment.

18.02 Uniform Allowance Full Time and Part Time

(a) When uniforms are required, the Employer shall either supply and launder uniforms, or provide a uniform allowance of \$100.00 per year in a lump sum payment in the first pay period of November of each year.

(b) Uniforms and working apparel must be worn at all required times, and employees are expected to report to their work places at their starting times attired for the performance of their duties. Uniforms and other apparel supplied by the Employer are property of the hospital and must not be removed from the premises without permission.

18.03 Transportation Allowance Full Time and Part Time

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or any time while on standby, the Employer will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per kilometer (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Employer

may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Employer satisfactory proof of payment of such taxi fare. Where the Employer requires the employee to travel between sites, the Employer will pay for transportation costs of thirty-five (35) cents per kilometer unless the Employer provides transportation between sites.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention — Health and Safety Committee Full Time and Part Time

(a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Employer will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

Where the Employer determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

Where the Hospital identifies high risk areas where employees are available protective medications, such medications shall be provided at no cost to the employee.

(b) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

(c) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

(d) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(e) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(f) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(g) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representatives to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representatives shall be paid by the Employer at his regular or premium rate as may be applicable.

(h) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employees physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

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

19.02 Protective Clothing Full Time and Part Time

The Employer agrees to continue its present practices with respect to the provisions of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Employer further agrees to meet directly with the representative of the Union or through the Accident Prevention Health and Safety Committee to discuss the need for any protective

clothing or safety equipment in addition to that which the Employer is presently providing.

Effective September 1st of each year the Employer will provide \$120.00 per year to each full-time and part-time employee who is required by the Employer to wear safety footwear during the course of his duties.

19.03 Influenza Vaccine Full Time and Part Time

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

(i) Employers recognize that employees have the right to refuse any recommended or required vaccination.

(ii) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she

will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

(iii) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that nay such reassignment will not adversely impact the scheduled hours of other employees.

If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

(vi) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

An employee who has completed twenty-eight (28) or more years of continuous service as of their anniversary date of hire shall be entitled to seven (7) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventy (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

ARTICLE 20 - PAID HOLIDAYS

20.01 Paid Holidays Full Time and Part Time

The recognized Paid Holidays for this Agreement shall be:

New Years Day	Family Day
Civic Holiday	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Floating Holidays Full Time

In addition to the above-designated holidays, the Employer will grant one (1) floating holiday annually to an employee who has completed three (3) months of employment.

20.02 Payment for Working Overtime on a Holiday Full Time and Part Time

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one half times his regular straight time hourly rate for such additional authorized overtime.

20.03 Full Time

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at the rate of time and one half times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the Employer and the employee, or payment in accordance with the former option shall be made.

Part Time

If a part time employee is required to work on any of the holidays listed above in article 20.01, the employee shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.

20.04 Full Time

Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. Such employees shall be paid at time and one-half (1.5) their regular rate for all time worked on the holiday, in addition to either a day's pay for the holiday, or a day off within thirty (30) days before or after the holiday. The choice of the day's pay or a lieu day shall be the employee's. However, where a lieu day is chosen, the lieu day shall be scheduled in accordance with operating requirements with consideration given to the employee's preference.

In general, employees will alternate with each other in being absent from work on holidays for instance, an employee having Christmas Day off may not be allowed off on New Year's Day. Employees' preference will be carefully considered before posting of the schedule, provided there is no delay in stating the preference.

20.05 Full Time

If any of the above-named holidays occur on an employee's regular day off, or during his vacation period, the employee will receive an additional day off, or payment for the holiday in lieu thereof, but the additional day off shall not be added to the period of vacation of the employee unless with the mutual consent of both the employee and head of the Department.

20.06 Full Time

An employee has no entitlement under 20.01 if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday or all of his first regularly scheduled shift after the public holiday.

20.07 Full Time

It is agreed that in the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall replace a float holiday and that

it is the intent of the parties that twelve (12) paid holidays and only 12 be recognized.

20.08 Full Time and Part Time

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment — FULL TIME

Subject to any superior conditions:

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 Day:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

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, subject to the application of Article 9.05, Effect of Absence.

21.02 Entitlement and Calculation of Payment — PART TIME

Subject to any superior conditions:

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 3,450		
3,450	8,625	
8,625	20,700	
20,700	34,500	
34,500	48,300	
48,300		

Progression on Vacation Schedule (Part-Time)

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 1725 hours worked

21.03 Full Time and Part Time

(a) Vacation requests for the period from June 15 to September 15 will be submitted by no later than April 1st of that year.

(b) Vacation schedules shall be posted (one (1) for full time and one (1) for part time) by May 1st of that year and the vacation schedule shall not be adjusted unless there is mutually agreement by the employee and the Employer or there are extenuating

circumstances necessitating adjustment or cancellation. Initial vacation requests will be restricted to two (2) consecutive weeks per employee. Vacations will be scheduled in a manner which recognizes seniority in each department and also in a manner which will provide an equitable system of rotation of the selection of vacation times. In the event that there is remaining vacation weeks during the period set out above and in accordance with vacation submission requirements, the most senior employee may again chose up to two (2) additional consecutive weeks, and subsequent employees may fill any remaining vacation weeks on a descending seniority basis, until all summer weeks occupied.

(c) Requests submitted after March 31st for the period from June 15 to September 15 will be approved based on availability on a first come first served basis

(d) When determining the vacation schedule, the Manager or designate will consider the employee's seniority, preference and the staffing needs of the department

21.04 Full Time and Part time

(a) All vacation periods for employees are subject to the approval of the Department Head or his designate with consideration being given to the employee's wishes in order of their placement on the part-time employee seniority list.

(b) Written vacation requests and/or requests for specific days during the period from September 15 to June 15 which are not part of the posted schedule will receive a written response from the Manager or designate within 14 days from receipt of the request.

21.05 Full Time

All normal deductions made from an employee's pay will be made from the vacation pay.

Vacations may not be accumulated from one year to the next. Vacations may not be worked and remuneration will not be paid in lieu of vacation.

The Employer shall endeavor to schedule regular days off immediately prior to or immediately after the annual vacation with pay. This shall be done once per year for each individual employee.

21.06 Part Time

Vacation pay entitlement shall be calculated on hours worked since April 1, 1986, for the above vacation pay provisions. The amount shall be paid after May 31st each year as soon as administratively possible.

(a) part time employees not in receipt of benefits will be entitled to unpaid time off for vacation purposes in accordance with their service.

(b) Annual vacation pay shall be calculated on hours from June 1 to May 1

21.06 Approved Leave of Absence During Vacation Full Time and Part Time

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

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

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

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. 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.

ARTICLE 22 - HEALTH AND INSURED BENEFITS FULL TIME

22.01 Insured Benefits

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements.

(a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

(b) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of \$350.00 and services of a licensed or registered physiotherapist

In addition to the standard benefits, effective the first deduction date the month after the award coverage will include-Vision Care to a maximum of \$300 every 24 months plus bi-annual eye exams as well as a hearing aid allowance (cost of acquisition per individual every 36 months) effective October 11, 2011.

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

(c) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect, providing the balance of the monthly Premium is paid by the employee through payroll deduction.

(d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.

(e) Benefits on Early Retirement

The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.

22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

The participating Hospital's and TEAMSTERS 419 agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:

- The methods by which the investigation will take place
- Identify potential sources of funding for investigation of the benefits Trust.

- Identification of the appropriate method to determine the feasibility of the Trust.

22.03 Pension Full Time and Part Time

All present employees enrolled in the Hospital's pension plan shall maintain their enrollment 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.

On date of hire or during appropriate orientation the Employer will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

22.04 BENEFITS FOR PART TIME EMPLOYEES

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

ARTICLE 23 - INJURY AND DISABILITY FULL TIME AND PART TIME

23.01 Workers' Compensation Injury

In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of accident.

23.02 Modified Work — Injury & Disability (Full Time/Part Time)

An employee shall be entitled at any return to work/accommodation meeting the right to their union steward and/or union representation of their choice.

Such meeting will occur within a reasonable period of time and in any event not to exceed fourteen (14) calendar days.

ARTICLE 24 - SICK LEAVE FULL TIME

24.01

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

24.02

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

24.03

Effective August 1, 1981 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current

per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

(a) Supplement payment for sick leave days under the new program which would otherwise be at less than full wages and,

NOTE: Paragraphs (b), (c) and (d) below will be inserted only in those agreements where a payout provision existed under the former sick leave plan.

(b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.

(c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

(d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workers' Safety Insurance Board as compensable within the meaning of the Workers' Safety and Insurance Act, the Employer, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Safety Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize

such sick credits while awaiting approval of a claim for Workers' Safety Insurance.

24.04

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

24.05

The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

24.06

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

24.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employers' employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

24.08

Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

24.09 Workplace Safety Insurance Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Safety Insurance for a period longer than one

complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety Insurance if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Safety Insurance Board. If the claim for Worker's Safety Insurance is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

24.10 Medical Certificates Full Time and Part time

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

ARTICLE 25 - COMPENSATION FULL TIME AND PART TIME

25.01 Experience Pay

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

25.02 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).

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days prior to the posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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 Employer. 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 classifications.

(b) When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

25.05 Wages and Classification Premiums

SCHEDULE A

TEAMSTERS 419 OFFICE & CLERICAL - FULL TIME & PART TIME

WAGE GRIDS

Classifications		Step 1	Step 2	Step 3	Step 4
INVENTORY CNTL CLERK	12-Oct- 2019	22.36	22.97	23.56	23.94
	12-Oct- 2020	22.67	23.29	23.88	24.28

	12-Oct-2021	23.03	23.66	24.27	24.67
	12- Oct-2022	23.49	24.13	24.76	25.16
	12-Oct-2023	23.96	24.62	25.25	25.67
DIET CLERK	12-Oct-2019	22.47	23.06	23.66	24.21
	12-Oct-2020	22.78	23.38	23.99	24.55
	12-Oct-2021	23.14	23.76	24.37	24.95
	12-Oct-2022	23.61	24.23	24.86	25.45
	12-Oct-2023	24.08	24.72	25.36	25.95
CALL CENTRE - REP	12-Oct-2019	21.53	22.30	22.74	24.01
	12-Oct-2020	21.83	22.61	23.06	24.35
	12-Oct-2021	22.18	22.97	23.43	24.74

	12-Oct-2022	22.62	23.43	23.90	25.23
	12-Oct-2023	23.08	23.90	24.38	25.74
CALL CNTR - DISPATCHER	12-Oct-2019	23.56	24.33	25.79	26.04
	12-Oct-2020	23.89	24.67	26.15	26.40
	12-Oct-2021	24.27	25.07	26.57	26.82
	12-Oct-2022	24.76	25.57	27.10	27.36
	12-Oct-2023	25.25	26.07	27.64	27.91

25.06 Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

ARTICLE 26 - RELATIONSHIP Full Time and Part Time

26.01

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union which is hereby recognized a voluntary act on the part of the individual concerned.

The union further agrees that there will be no solicitation for membership, collection of dues or other union activities on the premises of the hospital, save as specifically permitted by this agreement or in writing by the hospital.

ARTICLE 27- PROFESSIONAL RESPONSIBILTY FULL TIME AND PART TIME

27.01

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

ARTICLE 28 - DURATION FULL TIME AND PART TIME

28.01 Renewal

Notwithstanding the foregoing provisions, either party to this Agreement may give notice to the other party of its desire to bargain for amendments proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining these matters.

28.02 Term

This agreement shall continue in effect until October 10, 2024 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

ARTICLE 29 - MISCELLANEOUS ITEMS FULL TIME AND PART TIME

29.01

It shall be the obligation of employees to notify the Employer of any change of address or telephone number. The Employer shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.

29.02 Access To Files

Each employee shall have reasonable access to his file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of his supervisor. A copy of any evaluation will be provided to the employee upon request.

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction, provided the employee's record has been disciplined free for one year.

29.03 Bulletin Boards

The Employer will provide bulletin boards in mutually satisfactory locations for the convenience of the union in posting notices of union activity. All such notices must be signed by the proper officer of the local union and be submitted to the Administrator, of his authorized representative, for approval before posting.

29.04 Pay Day

The Employer shall pay on a regular pay day every two (2) weeks except when interfered with by the occurrence of a Paid Holiday on the regular pay day. In this case, the regular pay day shall be the day before the regular pay day. Employees will continue to be paid by the bank deposit system

29.05 An employee required to travel to another work location of the employer during their assigned shift will be provided a mileage allowance of \$0.35/km. Where a union representative fulfilling their obligations under the terms of the collective agreement use their own vehicles to attend a meeting required by the employer will be paid mileage.

ARTICLE 30 - SUPERIOR CONDITIONS FULL TIME AND PART TIME

Ratified this 19th day of March, 2021.

FOR ELLISDON FACILITIES SERVICES (OSLER) INC.

Alexis Mantello-Clement

Greg Clark

FOR THE UNION

Brandon Dawe

Cindy Mohammed

/jq

MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN
"THE HOSPITAL"
AND
SERVICE EMPLOYEES INTERNATIONAL UNION

The local parties hereby agree, subject to the approval of the Ministry of Labor, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 — Probation

1.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three

hundred and thirty-seven and one-half (337 1/2) hours of work (45 x 7.5 hours = 337.5).

In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 — Hours of Work

1.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide _____ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the hour period.

Article 4 — Scheduling

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 — Overtime

1.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.

1.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 — Rest and Meal Periods

6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen

(15) minutes for each 3.75 hours worked.

Article 7 — Sick Leave and Long-Term Disability

(For employees whose benefit plans are grandfathered)

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 — Vacation

As set out in the collective agreement.

Article 9 — Temporary Transfers

9.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended tours.

Article 10 — Responsibility Allowance Outside the Bargaining Unit

10.1 In Article 17.07 of the collective agreement replace "in excess of one-half of a shift" with "after 3.75 hours" for extended hours.

Article 11 — Termination

11.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

Ratified this 19th day of March, 2021.

**FOR ELLISDON FACILITIES
SERVICES (OSLER) INC.**

Alexis Mantello-Clement

Greg Clark

/jq

FOR THE UNION

Brandon Dawe

Cindy Mohammed

LETTER OF INTENT

Re: Innovative/Flexible Scheduling

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

Such innovative schedules may be subject to the following principles:

These schedules may pertain to full-time and/or part-time employees.

Such arrangements shall be established by mutual agreement between the Hospital and the Union.

Ratified this 19th day of March, 2021.

FOR ELLISDON FACILITIES SERVICES (OSLER) INC.

Alexis Mantello-Clement

Greg Clark

FOR THE UNION

Brandon Dawe

Cindy Mohammed

/jq

LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

Ratified this 19th day of March, 2021.

FOR ELLISDON FACILITIES SERVICES (OSLER) INC.

Alexis Mantello-Clement

Greg Clark

FOR THE UNION

Brandon Dawe

Cindy Mohammed

/jq

LETTERS OF UNDERSTANDING

#3 RE: LIABILITY INSURANCE

Upon request of the Union, and with reasonable notice, Carillion Inc. Will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

#4 RE: BENEFIT REPLICATION

In the event that CUPE's negotiations (during the term of this current collective agreement) results in increase(s) in benefit entitlements for their bargaining unit employees such similar increases will be applied for the existing Carillion clerical employees at William Osler Health System. For clarity, the articles that may be affected are articles 15, 17, 19 and 22.

Ratified this 19th day of March, 2021.

FOR ELLISDON FACILITIES SERVICES (OSLER) INC.

Alexis Mantello-Clement

Greg Clark

/jq

FOR THE UNION

Brandon Dawe

Cindy Mohammed

2019

January

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
			1	2	3	4
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2021

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2022

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2023

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2024

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

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"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



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