



Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

Imperial Cold Storage

(hereinafter referred to as the "Company")

April 1, 2020 to March 31, 2025

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.

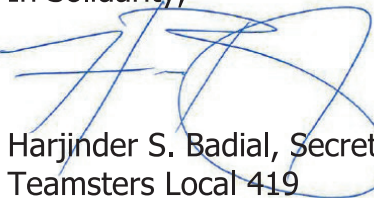
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
Humber River Hospital (Part time Clerical)**

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

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Accounting	DEBBIE HOBBS
Executive Assistant	JOY QUE
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“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 the Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Humber River Hospital.
- 1.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Teamsters' Local 419 as the bargaining agent of all office and clerical employees of Humber River Hospital in the Metropolitan Toronto, regularly employed for not more than twenty-four hours per week and students employed during school vacation periods, save and except supervisors, foremen, persons above the rank of supervisor and foreman, one secretary to each of the following: Executive Director, Assistant Executive Directors, Director of Purchasing, Business Office Supervisor, Admitting Supervisor, Communications Supervisor, Occupational Health Co-ordinator, and persons covered by subsisting collective agreements.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the

Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim by an employee who has completed her probationary period that she has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the provisions of the grievance procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this agreement;
- (d) Generally to manage and operate the Hospital 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 Hospital'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 twelve (12) months, to replace an employee on leave or to perform a special non-recurring task.

Employees may be hired for a specified term, not to exceed eighteen (18) months, to replace an employee on leave.

This term may be extended by the Hospital on its own a further six (6) months. On mutual agreement of the Union and the Hospital where the leave of the person who is being replaced is either LTD or WSIB, the term may be extended a further twelve (12) months if the leave extends that far.

The release or discharge of such persons shall not be the subject of a grievance or arbitration.

For clarity the Hospital, in accordance with the Job Posting provisions of the collective agreement, agrees to post any temporary vacancy in excess of three (3) months.

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.

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

Part-time employees interested in such temporary full-time work may record such interest in writing with the Hospital.

Consideration shall be given to such requests prior to hiring new employees.

4.02 A regular part time employee is an employee who commits to be available on a regular pre-determined basis as follows:

- a) To be available to work, if required, fifty-two (52) weeks per year minus their individual vacation entitlement;
- b) To regularly rotate on at least two (2) shifts and work extended shifts as required;
- c) To work four (4) 11.25 shifts or six (6) 7.5 hour shifts or combination thereof to the commitment of 45 hours in a pay period;
- d) To be available to work Christmas or New Years;
- e) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work paid holidays;
- f) To be available as required to work fifty (50) percent of the weekends within a six week period, except when the department does not work weekends.
- g) Requests for specific days off will not be unreasonably denied, however, the scheduling commitment must meet the operational requirement of the unit.

4.03 When referring to the number days in the collective agreement the number of days shall be exclusive of Saturdays, Sundays and Paid Holidays listed in this agreement.

4.04 **Masculine/ Feminine**

Wherever the term "employee" or employees" is used in this Agreement, it shall be deemed to include males and females. Similarly, when the masculine pronoun is substituted for the term "employee" or "employees" it shall be deemed to refer to females as well as males.

ARTICLE 5 – UNION SECURITY

5.01 **Union Dues**

As a condition of employment, the Hospital 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 every pay for part-time employees. In the case of newly hired employees or if there are no earnings or insufficient earnings from which to make the deduction in which case the dues shall be deducted in the next pay period with sufficient earnings. Such dues deductions shall commence in the month following the month of their date of hire.

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

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the

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

5.02 Interview Period

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee during hospital orientation or in the month following the completion of his probationary period for the purpose of informing such an employee of the existence of the Union in the Hospital and the benefits accruing from membership in the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

5.03 Employees Lists

In remitting such dues, the Hospital 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 hospital 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 Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

ARTICLE 6 – NO STRIKE/LOCKOUT

6.01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference which will stop, curtail or interfere with work and in the event of any such action taking place, it will instruct employees involved to return to work and perform their usual duties, as well as to resort to the grievance procedure, established herein. The Employer agrees that there will be no lockout of the employees during the term of this agreement.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01.1 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and all elected stewards who have completed their probationary period. A full time representative of the Teamsters' Local 419 or designate will 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 Hospital 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 Hospital up to, but not including arbitration.

7.02 **Union Stewards**

- (a) The Hospital agrees to recognize Union stewards 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) There shall be A Chief Steward who may be elected from amongst employees or appointed by the Union. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Chief Steward of the part time clerical bargaining unit will be given paid time off in the amount of two (2) shifts of seven and one-half (7.5) hours at the employee's current regular straight time hourly rate of pay once every four (4) weeks. The Chief Steward will provide their Manager with as much notice as possible and in writing, notice of the day the Chief Steward will be taking his/her leave.

- (c) The Union shall keep the Hospital 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 Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) The Hospital will recognize four (4) stewards at the Wilson site, one of which shall be the Chief Steward, or more if the parties agree. The Chief Steward, or designate, shall also be the steward for Finch and Church.

The names of the stewards will be posted in each respective department and a list shall be provided to the Hospital.

- 7.03 When a steward is required by the Hospital to travel between sites to attend meetings involving management and union representation, the steward shall be compensated in accordance with Article 18.03. The union steward will keep records providing date, distance travelled and purpose of travel and submit to his/her manager using the Hospital's travel expense form.

7.04 Negotiating Committee

- (a) The Union's Negotiating Committee shall be comprised of all stewards.
- (b) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for the time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (c) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

7.05 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 Hospital 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 Hospital and Teamsters' Local 419 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 Hospital 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 must have a steward present. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

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

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within 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 his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor or designate 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 Hospital 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 immediate preceding step, the grievance shall be submitted in writing to the Manager of Labour Relations or designate.

A meeting will then be held between the Manager of Labour Relations or designate, the grievor, and the designated union representatives who shall be accompanied by the full time representative of the Teamsters' Local 419, at least once a month, unless extended by mutual agreement of the parties.

The decision of the Hospital 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 Hospital 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 a Hospital 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 Manager of Labour Relations or designate, 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 Hospital within ten (10) days following the date the discharge is effective.

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 thirty (30) 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 Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

- 8.10 When either party requests that any matter be submitted to Arbitration, 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 as Arbitrator pursuant to Article 8.10 who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 An Arbitrator 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, unless the parties otherwise agree.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Arbitrator
- 8.15 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

ARTICAL 9 – SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed four hundred and fifty (450) hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to four hundred and fifty (450) hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Such extension 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 Definition of Seniority

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

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. An employee whose status is changed from part-time to full-time shall receive credit for 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.

9.04 **Loss of Seniority**

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 Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence for 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;

Note: The clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 **Effect of Absence**

- (a) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.
- (b) Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

9.06 The Employer shall supply the Union with an up-to-date seniority list in the month of January and July of each year of this agreement. Such list is to contain names of employees and the seniority of each employee who has completed the probationary period.

ARTICLE 10 – JOB SECURITY

10.01 Notice of Lay-off

(a) Notice

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

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

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the

original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- (b) A layoff shall not include a reassignment of an employee from 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 employees 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 Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee 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.

10.02 Hospital-Union Consultation:

Not later than two (2) weeks after the notice referred to in Article 10.01 (a) above, the Union and the Hospital will meet through Staff Planning Committee as frequently as necessary to accomplish the following:

- i. Identify and propose alternatives to the proposed layoff(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;
- ii. Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either within the bargaining unit or not covered by a Collective Agreement.

- iii. Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- iv. To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.
- v. The Staff Planning Committee, in its mandated role under this Article, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer.

Composition and Meetings

The Committee shall be comprised of representatives from the Hospital and all union stewards.

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 Hospital at his or her regular or premium rate as may be applicable. The Hospital 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.

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

10.03 **Severance and Retirement Options**

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

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature 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 employees normal weekly earnings.

Note: The Hospital 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 Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (iii) In no case will the Hospital 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 Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital'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. This 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.

10.04 **Layoff and Recall**

- (a) In the event of lay-off, the Hospital 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 lay-off shall have the right to either:
 - (i) accept the lay-off; 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 lay-off 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 hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a lay-off 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 Hospital 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 lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital 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 Hospital (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 Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.
- (i) An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (j) In the event that a lay-off 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 lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.05 **Local Health Integration Networks**

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

ARTICLE 11 – JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of it's intention to eliminate the position.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 on the basis of their 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. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 11.01 employees in other Teamsters' Local 419 bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The

employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01, and selection shall be made in accordance with Article 11.03 above.

- 11.05 Vacancy which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in Teamsters' Local 419 service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in 11.03 shall apply. Part-time 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.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Once returned back to their former

position, the employee shall not be eligible to bump already scheduled employees, but will be able to accept shifts pursuant to Article 16.04(b) until the next schedule is posted. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to change his or her permanent status.

11.09

- (a) Once the Hospital has complied with the job posting requirements of the Full Time Clerical collective agreement, the Hospital will consider employees in the Part Time Clerical bargaining unit who have applied for a Full Time Clerical vacancy
- (b) When selecting Part Time Clerical employees for a Full Time Clerical vacancy, the selection will be on the basis of ability, experience, and qualifications. When these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant is qualified to perform the available work
- (c) This clause shall not be interpreted to change any of the rights and obligations contained in the Full Time Clerical collective agreement.

ARTICLE 12 – NO CONTRACTING OUT

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

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.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital 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

14.01 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.

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet

with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

14.03 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.

14.04 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 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 legislations.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off, without loss of 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. 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, uncle, niece, or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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 Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital 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 Hospital 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 at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
 - i) notifies the hospital 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 hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- 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 hospital will attempt to re-schedule the employee's regular day off it being understood that any rescheduling shall not result in the payment of any premium pay. Where the hospital 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 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 is scheduled to work that day, the Hospital 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 pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a) (b) and (c) 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 Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least 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. 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. Such payment shall commence following completion of the one-week (1) Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital 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 Hospital will continue to pay its share of the contributions to the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

15.05 **Parental Leave**

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements 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 Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing,

upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of 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 Hospital 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. 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. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance

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

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the contributions to the pension plan, in which the employee is participating, for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits and 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 notification by the Union, in writing, the Hospital will give a leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Seniority and service shall accumulate during such leave, under the provisions of the Collective agreement.

15.07 **Union Leave**

- (a) The Hospital 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 Hospital.
- (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 Hospital.
- (c) Leave of absence for Union business may be given without pay up to a cumulative total of thirty (30) days for Clerical employees during the calendar year. It is agreed that no more than three (3) employees from each bargaining unit shall be absent on such leave at the same time and not more than one (1) employee from the same area at any one time.

- (d) Notwithstanding the above, it is understood that the Union may require that more than three (3) employees from each bargaining unit be absent for training purposes or special circumstances. The employer will endeavour to approve such leave based on the needs of the Department.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purposes of attending Executive and/or Council meetings.

Where employees on leave of absence requested by the Union, the Employer will pay the regular salary to the employees and invoice the Union the employee's lost time.

- (f) Where requested by the Union, the Hospital will maintain employees' salary while on union leave and the Union will reimburse the Hospital upon receipt of an invoice from the Hospital.

15.08 **Pre-Paid Leave Plan**

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax 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 Hospital 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 Union and the Hospital.
- (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 plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All 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. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to 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 Hospital in order to authorize the Hospital 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.

(ii) The period of salary deferral and the period for which the leave is requested.

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

The letter of application from the employee to the Hospital 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 Hospital may grant leave of absence without pay to an employee for valid personal reasons, provided that such a request is made in writing at least two (2) weeks in advance if possible.

15.10 **Medical Care and Emergency Leave**

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

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes 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 Manager that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is 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 Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital 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 Hospital shall reinstate the employee to the position the

employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

15.11 Compassionate Care Leave

The employee and the Hospital 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 Daily and Weekly Hours of Work

Normal daily hours of work shall be seven and one-half (7.5) hours per shift not including a one-half (1/2) hour unpaid meal period, except where alternate scheduling provisions exist as per the below.

Extended Shifts Scheduling

It is understood that when a part-time employee works twelve (12) hour shift they shall be entitled to:

- (a) For a part-time employee working a twelve (12) hour shift, a regular shift shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of 45 minutes unpaid meal break.
- (b) The Employee shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of forty five (45) minutes.
- (c) Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours in excess of 11.25 paid hours in a 24-hour period, or 75 hours in a two-week period.

Ten-Hour Shifts

- a) For a part-time employee working ten (10) hour shifts, a regular shift shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.
- b) The Employee shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of thirty-seven and one-half (37½) minutes.
- c) Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours in excess of 9.375 paid hours in a 24-hour period, or 75 hours in a two-week period.

Shift of less than 7.5 hours

Where a part-time employee(s) is scheduled to work less than a normal shift (7.5 hours), the following shall apply:

- a) The Hospital will endeavour to keep the number of shifts comprised of less than 7.5 hours to a minimum, and will distribute these shifts equitably amongst all part-time.
- b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- c) No part-time employee will be scheduled solely on shifts which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- d) Employees working shifts comprised of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive shifts.

The hours of work shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any week for any employee.

It is understood normal hours including those required to accommodate the change from Day-Light 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 of working schedules.

16.02 **Rest Periods**

- a) Part time employees will be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 $\frac{3}{4}$)

hours of work during their shift except in cases of emergency where the rest period may be delayed.

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

16.03

- a) The Hospital 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 Hospital results from such exchange of shifts.
- b) Where the Hospital requires employees to sign in and out, he/she will do so as prescribed by the department upon arrival at and departure from work. The requirement to sign in and out will be applied to bargaining unit employees on department wide basis. If a department elects to introduce a sign in and sign out requirement for bargaining unit employees, the Union will be advised in Staff Planning prior to the introduction of the requirement.

16.04 Schedules shall be posted three (3) weeks in advance covering a six (6) week period. Requests for specific days off are to be submitted in writing at least three (3) weeks in advance of posting.

a) Pre-Posting Scheduling Provisions:

- i) All available pre-scheduled shifts shall be distributed by seniority up to their commitment, as per Article 4.02 if such shifts are available.
- ii) When all regular part-time employees have reached their commitment, as per Article 4.02 additional hours will be

offered to regular part-time employees equitably by seniority.

b) Scheduling Provisions Governing Posted Schedules:

- i) Once the schedule has been posted any regular part-time employee who has not been scheduled up to their commitment, as per Article 4.02 will be called for all shifts until they have been scheduled up to their commitment, as per Article 4.02.
- ii) Once the schedule has been posted, and the commitment, as per Article 4.02 for regular part-time employees on the unit has been met, the employer will offer additional shifts to regular part-time employees, equitably by seniority subject to the following:
 - i. Employees who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Employer;
 - ii. A shift will be deemed to be offered whenever a call is placed.
- iii) When a regular part-time employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the employer are made.
- iv) If additional shifts remain, once steps i and ii have been completed, they will be offered to qualified regular part-time employees from other units who submit their availability to work additional shifts to more than one unit. All such shifts will be offered equitably by seniority.
- v) It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay.

- vi) When the Hospital cancels a shift scheduled below commitment, as per Article 4.02, with less than 24 hours notice from the shift start time, the Hospital will pay the employee time and one half of their regular straight time hourly rate on all hours worked on their next scheduled shift.

16.05 **Weekends off**

A regular part-time employee will be scheduled two (2) weekends off in four (4). Should a regular employee be required to work on a third consecutive and subsequent weekend, they shall be paid premium pay in accordance with Article 17, save and except where:

- a) Such weekend work was performed by the employee to satisfy specific days of request by such employee; or
- b) 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
- c) Such weekend is worked as a result of an exchange of shifts with another employee
- d) For the purposes of this article, employees who have been scheduled to work part of the weekend, will constitute a weekend worked.

ARTICLE 17 – PREMIUM PAYMENT

17.01 **Definition of Regular Straight Time Rate of Pay**

For the purposes 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 Schedule A in this agreement.

17.02 **Definition of Overtime (Overtime Premium)**

Employees shall be entitled to payment of time and one-half (1 ½) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 ½) hours in a tour of duty or in excess of the average full time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article.

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.

The Hospital will endeavour to distribute overtime on an equitable basis subject to availability.

17.03 **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 hospital. 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.

17.04 **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 \$3.20 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.

17.05 **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 pay at the rate of time and one-half their regular 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 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 call back premiums within one such four (4) hour period, and to the extent that 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.

d) Call-back shall not be considered as hours worked for the purpose of this Article.

17.06 **Shift Premium**

Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 **Responsibility Allowance Outside the Bargaining Unit**

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

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 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 ½ times), then time off shall be at a time and one-half (1 ½ times)). The parties agree that the total number of hours which may be banked are fifty-six point two five (56.25) hours and will be demonstrated on each pay stub. Any lieu time will be paid out at the end of the fiscal year.

17.10 Weekend Premium

An employee shall be paid a weekend premium of one dollar and twenty cents (\$1.20) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 – ALLOWANCES

18.01 Meal Allowance

When an employee is required to and does the work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or six dollars (\$6.00) if the Hospital 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 six dollars (\$6.00) payment.

18.02 **Transportation Allowance**

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 at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of forty cents (\$0.40) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of forty (\$0.40) cents per kilometre unless the Hospital provides transportation between sites.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and

- recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
 - e) 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.
 - f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and 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 representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
 - g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
 - h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's 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.

- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.
- j) The Hospital's Joint Health and Safety Committee will create an exhibit to recognize the National Day of Mourning for workers that were injured or died on the job. The exhibit will be displayed in the Hospital's cafeterias during the hours of operation on April 28.

19.02 **Protective Clothing**

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1st of each year and on that date for each subsequent year, the Hospital will provide \$45.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

19.03 **Influenza Vaccine**

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

- a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- b) 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.
- c) 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 any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 20 – PAID HOLIDAYS

20.01 If a part time employee is required to work on any of the holidays listed below, he/she shall be paid at the rate of time and one-half his/her regular straight time hourly rate for all hours worked on such holiday, subject to 20.02 below.

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

20.02 A tour that begins or ends during the twenty-four (24) hour period of a holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

20.03 Payment for Working Overtime on a Holiday

If a part-time employee works overtime on any of the designated holidays the employee shall be paid at the rate of double time (2.0) her regular straight time hourly rate for all overtime hours worked on such holiday.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

A part time employee who has completed less than 3,450 hours of continuous service as of the date for determining vacation entitlement shall receive 4% of gross earnings.

A part time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of the date for determining vacation entitlement shall receive 6% of gross earnings.

A part time employee who has completed 8,625 hours but less than 20,700 hours of continuous service as of the date for determining vacation entitlement shall receive 8% of gross earnings.

A part time employee who has completed 20,700 hours but less than 34,500 hours of continuous service as of the date for determining vacation entitlement shall receive 10% of gross earnings.

A part time employee who has completed 34,500 hours but less than 48,300 hours of continuous service as of the date for determining vacation entitlement shall receive 12% of gross earnings.

A part time employee who has completed 48,300 hours of continuous service or more as of the date for determining vacation entitlement shall receive 14% of vacation pay. For clarification, an employee who has received an additional 2% of gross earnings as a result of completing 51,750 or 60,375 hours in the vacation year that this agreement is effective shall

not be eligible to receive 14% vacation pay until the following vacation year.

For purposes of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

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

21.02 Vacation pay will normally be paid prior to July 1st in any year or at the time the employee takes his/her vacation provided that such vacation is taken prior to July 1st.

21.03 **Vacation Scheduling**

Requests for vacation preference for the vacation year commencing June 15th and ending June 14th will be made by April 1st preceding the commencement of the vacation year. The vacation schedule will be posted no later than April 15th. All vacation periods will be arranged by the supervisor with consideration being given to the employees request on a seniority basis and the needs of the department.

All other vacation requests will be reviewed on a first come first serve basis taking into consideration the needs of the department. The supervisor will endeavour to notify the employee of the decision within one week of the request. Permission will not be unreasonably denied.

21.04 Part time employees who terminate their employment with the Hospital with less than two (2) weeks notice will be entitled to vacation pay upon termination calculated in accordance with the provisions of the Employment Standards Act.

ARTICLE 22 – BENEFITS FOR PART TIME EMPLOYEES

22.01 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 Hospital, 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 pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

22.03 Pension

On date of hire or during appropriate orientation the Hospital will provide employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

ARTICLE 23 – INJURY AND DISABILITY

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.

ARTICLE 24 – SICK LEAVE

24.09 Pay for Medical Certificates

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

ARTICLE 25 – COMPENSATION

25.01 Experience Pay

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

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

25.05 Employees shall progress on such grids on the basis that 1725 hours worked equals one (1) year of service.

ARTICLE 26 – MISCELLANEOUS

26.01 Each employee shall have reasonable access to his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations, contained therein. Such request will be made in writing by the employee, to the Human Resources Department and will be reviewed in the presence of the Director of Human Resources or his/her designate. The Human Resources Department will endeavour to provide said file within one working day of the request.

26.02 Any letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such eighteen (18) month period.

26.03 Each employee shall have reasonable access to his/her Occupational Health and Safety file for the purpose of

reviewing any medical information provided by the Employee contained therein. Such request will be made in writing by the employee, to the Occupational Health and Safety Department and will be reviewed in the presence of the Director of Occupational Health and Safety or his/her designate. The Human Resources Department will endeavour to provide said file within one working day of the request.

26.04 Each employee will be given a copy of his/her performance evaluation. The employee sign such evaluation as having been read and shall have the opportunity to add his/her view to such evaluation.

26.05 After joint consultation, the Union and the Hospital will share equally the printing cost of this Agreement.

26.06 Locker facilities will be provided for the employees' convenience when such become available.

26.07 **Bulletin Boards**

The Hospital agrees to supply and make available to the Union for the posting of Union notices a bulletin board to inform all employees in the bargaining unit of activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior approval by the Director of Employee and Labour Relations or designate. The Hospital will not reduce the size of the bulletin Board space currently provided at each of the Finch, Church and Keele site.

26.08 Upon Request of the local union, and with reasonable notice, the Hospital 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.

26.09 In the event of a layoff or reassignment of a Teamsters Local 419 employee(s) a seniority list will be generated upon the date of formal notification of such layoff or reassignment.

ARTICLE 27 – TERM

27.01 This agreement shall remain in effect until October 10, 2022 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period from ninety (90) days preceding the expiry date of the Agreement, that it desires to amend or terminate the Agreement.

27.02 If either party gives the other notice in accordance with the above provision the parties shall meet within thirty (30) days from giving of such notice or within such further period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

Ratified this 23rd day of March, 2021.

FOR THE UNION

Harjinder Badial

Owen Lane

Lucy Novello

Tina Miller

Anna Ciolfitto

FOR THE HOSPITAL

Adrian Di Lullo

Emily Risen

Jodelle Vassell

Dolores Dimitropoulos

/jq

APPENDIX "A" - WAGE GRID

Compensation Group	Job	Job	Step	Oct. 11, 2018	Oct. 11, 2019	Oct. 11, 2020	Oct. 11, 2021
Teamsters - Clerical PT	Clerical Co-Ordinator	C029	1	29.873	30.172	30.473	30.778
Teamsters - Clerical PT	Clerical Co-Ordinator	C029	2	30.164	30.466	30.770	31.078
Teamsters - Clerical PT	Clerical Co-Ordinator	C029	3	30.503	30.808	31.116	31.427
Teamsters - Clerical PT	Clerical Co-Ordinator	C029	4	30.866	31.175	31.486	31.801
Teamsters - Clerical PT	Admitting Clerk	L001	1	23.635	23.871	24.110	24.351
Teamsters - Clerical PT	Admitting Clerk	L001	2	23.920	24.159	24.401	24.645
Teamsters - Clerical PT	Admitting Clerk	L001	3	24.205	24.447	24.692	24.938
Teamsters - Clerical PT	Admitting Clerk	L001	4	24.475	24.720	24.967	25.217
Teamsters - Clerical PT	Clerk-Typist Engineering	L002	1	23.635	23.871	24.110	24.351
Teamsters - Clerical PT	Clerk-Typist Engineering	L002	2	23.920	24.159	24.401	24.645
Teamsters - Clerical PT	Clerk-Typist Engineering	L002	3	24.205	24.447	24.692	24.938
Teamsters - Clerical PT	Clerk-Typist Engineering	L002	4	24.475	24.720	24.967	25.217
Teamsters - Clerical PT	Mail Clerk	L003	1	22.175	22.397	22.621	22.847
Teamsters - Clerical PT	Mail Clerk	L003	2	22.567	22.793	23.021	23.251
Teamsters - Clerical PT	Mail Clerk	L003	3	23.021	23.251	23.484	23.719
Teamsters - Clerical PT	Switchboard Operator	L004	1	23.635	23.871	24.110	24.351
Teamsters - Clerical PT	Switchboard Operator	L004	2	23.920	24.159	24.401	24.645
Teamsters - Clerical PT	Switchboard Operator	L004	3	24.205	24.447	24.692	24.938
Teamsters - Clerical PT	Switchboard Operator	L004	4	24.475	24.720	24.967	25.217

Teamsters - Clerical PT	Health Mgmt Prof. (Xcpt Mntl H.)	L006	1	29.873	30.172	30.473	30.778
Teamsters - Clerical PT	Health Mgmt Prof. (Xcpt Mntl H.)	L006	2	30.164	30.466	30.770	31.078
Teamsters - Clerical PT	Health Mgmt Prof. (Xcpt Mntl H.)	L006	3	30.503	30.808	31.116	31.427
Teamsters - Clerical PT	Health Mgmt Prof. (Xcpt Mntl H.)	L006	4	30.866	31.175	31.486	31.801
Teamsters - Clerical PT	Clerical Support Associate	L007	1	25.229	25.481	25.736	25.993
Teamsters - Clerical PT	Clerical Support Associate	L007	2	25.506	25.761	26.019	26.279
Teamsters - Clerical PT	Clerical Support Associate	L007	3	25.820	26.078	26.339	26.602
Teamsters - Clerical PT	Clerical Support Associate	L007	4	26.113	26.374	26.638	26.904
Teamsters - Clerical PT	Clerical Support Associate	L008	1	25.229	25.481	25.736	25.993
Teamsters - Clerical PT	Clerical Support Associate	L008	2	25.506	25.761	26.019	26.279
Teamsters - Clerical PT	Clerical Support Associate	L008	3	25.820	26.078	26.339	26.602
Teamsters - Clerical PT	Clerical Support Associate	L008	4	26.113	26.374	26.638	26.904
Teamsters - Clerical PT	Clerk, Health Rec.	L009	1	23.635	23.871	24.110	24.351
Teamsters - Clerical PT	Clerk, Health Rec.	L009	2	23.920	24.159	24.401	24.645
Teamsters - Clerical PT	Clerk, Health Rec.	L009	3	24.205	24.447	24.692	24.938
Teamsters - Clerical PT	Clerk, Health Rec.	L009	4	24.475	24.720	24.967	25.217
Teamsters - Clerical PT	Finance Clerk	L010	1	25.058	25.309	25.562	25.817
Teamsters - Clerical PT	Finance Clerk	L010	2	25.324	25.577	25.833	26.091
Teamsters - Clerical PT	Finance Clerk	L010	3	25.618	25.874	26.133	26.394
Teamsters - Clerical PT	Finance Clerk	L010	4	25.896	26.155	26.417	26.681
Teamsters - Clerical PT	Clerical Support Associate	L011	1	25.229	25.481	25.736	25.993
Teamsters - Clerical PT	Clerical Support Associate	L011	2	25.506	25.761	26.019	26.279
Teamsters - Clerical PT	Clerical Support Associate	L011	3	25.820	26.078	26.339	26.602
Teamsters - Clerical PT	Clerical Support Associate	L011	4	26.113	26.374	26.638	26.904

Teamsters - Clerical PT	Med. Dicta Typist	L012	1	24.392	24.636	24.882	25.131
Teamsters - Clerical PT	Med. Dicta Typist	L012	2	25.081	25.332	25.585	25.841
Teamsters - Clerical PT	Med. Dicta Typist	L012	3	25.702	25.959	26.219	26.481
Teamsters - Clerical PT	Med. Dicta Typist	L012	4	26.389	26.653	26.919	27.189
Teamsters - Clerical PT	Bed Allocation Clerk	L013	1	26.248	26.510	26.776	27.043
Teamsters - Clerical PT	Bed Allocation Clerk	L013	2	26.504	26.769	27.037	27.307
Teamsters - Clerical PT	Bed Allocation Clerk	L013	3	26.806	27.074	27.345	27.618
Teamsters - Clerical PT	Bed Allocation Clerk	L013	4	27.119	27.390	27.664	27.941
Teamsters - Clerical PT	Bed Allocation Clerk	L014	1	26.248	26.510	26.776	27.043
Teamsters - Clerical PT	Bed Allocation Clerk	L014	2	26.504	26.769	27.037	27.307
Teamsters - Clerical PT	Bed Allocation Clerk	L014	3	26.806	27.074	27.345	27.618
Teamsters - Clerical PT	Bed Allocation Clerk	L014	4	27.119	27.390	27.664	27.941
Teamsters - Clerical PT	Data Quality Clerk	L015	1	27.472	27.747	28.024	28.304
Teamsters - Clerical PT	Data Quality Clerk	L015	2	27.741	28.018	28.299	28.582
Teamsters - Clerical PT	Data Quality Clerk	L015	3	28.054	28.335	28.618	28.904
Teamsters - Clerical PT	Data Quality Clerk	L015	4	28.384	28.668	28.955	29.244
Teamsters - Clerical PT	Accounts Payable/Accounts Receivables	L016	1	25.058	25.309	25.562	25.817
Teamsters - Clerical PT	Accounts Payable/Accounts Receivables	L016	2	25.324	25.577	25.833	26.091
Teamsters - Clerical PT	Accounts Payable/Accounts Receivables	L016	3	25.618	25.874	26.133	26.394
Teamsters - Clerical PT	Accounts Payable/Accounts Receivables	L016	4	25.896	26.155	26.417	26.681

APPENDIX "B" – Workload Form

Work Load Review Form

The Hospital agrees to make the following Work Load Review Form (the "Form") available to all part-time employees. Employees shall submit the Form to their immediate supervisor, who shall provide a response in writing within seven (7) days of receipt.

Employees to complete every section

Date/Time of Occurrence

Date Form Submitted to Employer

Site/Location _____

Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff
on Duty _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment

for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern

MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN
“THE HOSPITAL”
AND
TEAMSTERS, LOCAL 419

The local parties hereby agree, subject to the approval of the Ministry of Labour, 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

- 2.1 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 7.5hours = 337.5).

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

Article 3 – Hours of Work

- 3.1 The normal or standard extended workday shall be _____hours per day.
- 3.2 (Detailed description with an attached scheduled 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.

Where the ____ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 – Scheduling

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

Article 5 – Overtime

5.1 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.

5.2 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.

6.2 (The length of the meal period to be determined locally).

Article 7 – Sick Leave and Long-Term Disability

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 – Paid Holidays (Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).
- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

9.1 (Applicable to Full-time only)

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

10.1 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 11 – Responsibility Allowance Outside the Bargaining Unit

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 12 – Termination

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

IN THE MATTER OF AN INTEREST ARBITRATION UNDER THE *HLDAA*

B e t w e e n:

HUMBER RIVER HOSPITAL

(the “Hospital”)

- and -

TEAMSTERS, LOCAL UNION 419

(the “Union”)

and in the matter of the renewal of a collective agreement that expired October 10, 2019.

Russell Goodfellow – Sole Arbitrator

APPEARANCES FOR THE HOSPITAL:

Thomas Agnew, Counsel
Adrian Di Lullo
Emily Risen
Jodelle Vassell

APPEARANCES FOR THE UNION:

Lauren Tarasuk, Counsel
Elie Waitzer, Student-at-Law
Harjinder Badial
Brandon Dawe
Anna Ciolfitto
Tina Miller
Lucy Novello

Hearing held March 17, 2021.

AWARD

This award concerns the renewal of a collective agreement that expired on October 10, 2019. The parties have agreed on a three-year term, commencing October 11, 2019 and expiring October 10, 2022.

Humber River Regional Hospital (the "Hospital") is a public hospital located in Toronto. It is one of the largest regional acute care hospitals in the province. It has a staff of over 4,400.

There are six bargaining units at the Hospital, represented by four different unions. One of those is Teamsters, Local Union 419 (the "Union"). The Union represents a bargaining unit of approximately 212 part-time office and clerical employees.

The parties met in bargaining for the renewal of the agreement. They were able to agree on some matters but not others. Those that could not be agreed upon were referred to me for arbitration.

The entirety of this agreement is subject to Bill 124. Bill 124 imposes a three year "moderation period". For each 12-month period of the moderation period, "any increase in a salary rate applicable to a position or class of positions greater than one per cent" (s. 10) and "any incremental increases to existing compensation entitlements or ... new compensation entitlements that in total equal more than one per cent on average for all employees covered by the collective agreement" (s. 11) are prohibited.

In the light of Bill 124, and having regard to the representations and submissions of the parties, including the costings provided by the Hospital, I hereby determine and award that the renewal agreement shall include all items agreed between the parties, any unamended and undeleted terms of the expired agreement, and the following:

1. Wages: The following increases effective as of and retroactive to the following dates:

October 11, 2019 – 1.0 % General Wage Increase

October 11, 2020 – 1.0 % General Wage Increase

October 11, 2021 – 1.0 % General Wage Increase

2. SUB Top-up: The existing Article 15.05(e) shall be replaced by the following:

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

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

The Hospital 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.

3. Weekend Premium: Article 17.10 shall be amended to increase the premium from \$1.00 per hour to \$1.20 per hour.

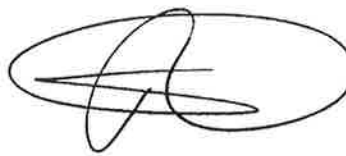
Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern

Any and all proposals made by either party not included above are rejected. Unless otherwise indicated, all amendments shall take effect as of the date of this award. The retroactive payments required by paragraph 1 shall be made within four pay periods of the date of this award.

I will remain seized with respect to interpretation and implementation, and to correct any inadvertent errors or omissions. I will also remain seized with respect to a re-opener of the Union's wage proposal in the event that during the term of the agreement the Union is granted an exemption from the Minister, Bill 124 is declared unconstitutional by a court of competent jurisdiction, or if relevant parts of Bill 124 are otherwise amended or repealed.

DATED this 23rd day of March 2021.



Russell Goodfellow – Sole Arbitrator

2019

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

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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

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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

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				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

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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

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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

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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			

2020

January

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

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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

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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		

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

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

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Mississauga, Ontario
L5T 1B4

**Recording Secretary/Business Agent:
Keith Bruce**

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Fax: (905) 670-4957

Cell: 705-559-0106

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**Respect
Is a
Teamster
Contract**



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