

COLLECTIVE AGREEMENT

Between

**THE CHILDREN'S HOSPITAL OF EASTERN ONTARIO-
OTTAWA CHILDREN'S TREATMENT CENTRE**

And

**LABOURERS' INTERNATIONAL UNION OF NORTH
AMERICA, LIUNA LOCAL 3000**

Expires March 31, 2025

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in ensuring the Employer's patients/clients receive the highest possible quality of care and promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties. The agreement is also to provide a method of settling differences and grievances which might arise, so as to maintain harmonious relations between the Employer and all employees covered by this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Service and Clerical employees employed by CHEO, in the province of Ontario, save and except Supervisors and those above the rank of Supervisor, Registered Nurses, Registered Practical Nurses, paramedical employees, employees in the President and Chief Executive Officer's offices, employees in the human resources department, employees in the finance department, employees in the information services department, and senior administrative assistants.

ARTICLE 3 – DEFINITIONS

- 3.01 It is agreed that the word "employee" or "employees" wherever used in this agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

The Parties further agree that any gender specific pronouns used in this agreement will be interchangeable as non-binary and interpreted as gender neutral pronouns where applicable. Where the singular is used, it may also be deemed to mean plural and vice versa.

3.02 A "**Full-time Employee**" is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 17.03

3.03 A "**Regular Part-time Employee**" is an employee who is regularly scheduled to work in accordance with Article 17.05 and who offers to make a commitment to be available for work on a regular predetermined basis.

3.04 A "**Casual Employee**" is an employee who is called in to work as required by the Employer to perform emergency or non-reoccurring or irregular short term relief work as required by the Employer. Such employee may have regularly scheduled hours from time to time, but normally does not have a regular schedule of hours of work.

3.05 A "**Temporary Employee**" is either a full-time or a part-time employee who:

- i) is employed for a specific purpose or task normally not to exceed twelve (12) months; or
- ii) is employed as relief coverage for a permanent employee who is on authorized leave.

A permanent employee working in a temporary position/assignment remains a permanent employee.

3.06 "**Classifications**" are as follows:

Project Officer, Health Care Aide, Porter, Personal Care Attendant, Patient Service Clerk, Transcription Service Resource, Program Associate, Research Assistant, Clerk 1, Clerk 2, Clerk 3, Records Management Clerk/Interface Clerk, Contracts Officer, Administrative Assistant, Scheduling, Switchboard Operator/Receptionist, Cook, Food Services Attendant, E. Services Attendant, Purchasing System Data Administrator, Buyer, Assistant Buyer, Medical Device Reprocessing Technician, Supply Worker, Head Receiver, Supply Worker Mail Room, Equipment Maintenance Technician, Inventory Control/Purchaser, Youth Advisor, Gift Shop Attendant, Team Assistant (PSC).

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, harassment, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his/her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his/her rights under the Collective Agreement.

4.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

4.03 The parties agree that there will be no discrimination or harassment within the meaning of the Ontario *Human Rights Code* against any employee covered by this Collective Agreement by the Union or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability where to do so would be contrary to the Ontario *Human Rights Code*.

ARTICLE 5 - NO STRIKE NO LOCKOUT

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

ARTICLE 6 - UNION SECURITY

6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues and assessments designated by the Union.

6.02 Such dues shall be remitted to the Union by the fifteenth (15th) day of the month following the month in which the union dues accumulated.

6.03 Such dues shall be deducted per pay period and, in the case of newly employed persons, such deductions shall commence in the month following their date of hire.

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

6.05 The amounts deducted under this Article shall be remitted to the Union's Provincial Office. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their employee I.D. number, department, any new hires, terminations, lay-offs and recalls within the bargaining unit.

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

6.07 The Employer agrees that an officer of the Union or a representative of the Union shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed bargaining unit employees during their orientation period. During such interviews, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.

6.08 The Employer shall provide the Union with an electronic copy of a full Employee list including department, address, telephone number, employee status and Employee I.D. number twice yearly in January and June.

6.09 A copy of this Collective Agreement shall be issued by the Union to each bargaining unit employee in the employ of the Employer and to each employee employed during the term of this Agreement and thereafter. The Employer and Union agree to share the cost of copying and printing the agreement equally.

6.10 Bulletin Board

The Employer agrees to furnish a notice board at all sites for the posting of notices related to Union business.

6.11 Employer Policies

The Employer shall provide the Union with a copy of any Human Resources policy that affects the working conditions of the bargaining unit employees upon its implementation.

ARTICLE 7 – UNION REPRESENTATION

7.01 Union Representatives

- (a) The Employer agrees to recognize Union Representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

The Union agrees to provide the Employer with a list of the Union's Representatives within ten (10) calendar days of their election. Any

changes to such aforementioned list shall be indicated to the Employer within ten (10) calendar days of such changes.

Representatives of the Union may meet with Employer authorities by appointment at a mutually agreeable time and place, without loss of salary or seniority.

- (b) The Employer will recognize twelve (12) Union members, selected by the membership, or appointed by the Union, to deal with complaints or grievances as set out in this Collective Agreement, without loss of salary or seniority. A representative of the Local Union may be present at any meeting with the Employer or their designate. The union will endeavor that no more than one (1) Steward/Representative will be from the same Department/Unit. No more than six (6) representatives off at a given time.
- (c) It is agreed the employee representatives and members of Committees have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a representative or member of a Committee is required to enter an area of the Employer premises he/she shall, immediately upon entering such area, report his/her presence to the supervisor.

When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. A committee member shall suffer no loss of earnings from time spent during his/her regular scheduled working hours in attending grievance meetings with the Employer up to but not including arbitration.
- (d) One (1) Union Representative elected amongst the Union Representatives or appointed by the Union shall be provided with three (3) scheduled regular tours of seven point five (7.5) hours per six (6) week schedule by the Employer to assist in the provision of labour relations between the parties at the Employer's premises.
- (e) A representative designated by the Union shall be given the opportunity to represent the Bargaining Unit at each of the Fiscal Advisory Committee meetings. There shall be no loss of salary for attending such meetings with the Employer. The Union shall advise the Employer of the name of its representative.

- (f) The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.
- (g) The Employer agrees to give representatives of the Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Director, Human Resources or designate. Such representatives shall have access to the premises only with the approval of the Director, Human Resources or designate which will not be unreasonably withheld.

7.02 Labour-Management Committee

- (a) There shall be a Labour-Management Committee consisting of three (3) employees appointed or elected by the Union and three (3) Employer representatives to deal with matters of mutual concerns and interest.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes, but shall not be limited to promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality or quantity of patient/client care;
- (d) Any representatives attending such meetings shall be paid at their regularly scheduled straight time rate of pay while attending such meetings.
- (e) It is understood that joint meetings with other Labour-Management Committees of the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

7.03 Negotiations Committee

- (a) The Employer agrees to recognize a Negotiating Committee comprised of up to six (6) representatives of the Union employed by the Employer for the purpose of meeting with the Employer to negotiate renewal agreements.

- (b) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending such negotiating meetings with the Employer up to, but not including, arbitration.
- (c) The Employer shall grant unpaid time off to allow Negotiating Committee members to attend arbitration hearings unless it is not possible to provide necessary operational coverage. For any unpaid leave of absence under this provision, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits within thirty (30) days of the date of the invoice.
- (d) Nothing in this provision is intended to preclude the Union Negotiation Committee from having the assistance of any representative of the National Office when negotiating with the Employer.
- (e) When the direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one (1) day leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such requests shall not be unreasonably denied.

7.04 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer's premises in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee three (3) representatives and alternates selected or appointed by the Union from amongst bargaining unit employees. Subject to the provisions of the *Occupational Health and Safety Act*, the Union representative will suffer no loss of salary when performing Committee approved functions.
- (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 Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

In addition, the Employer will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

- (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 the term indicated in the Terms of Reference of the Joint Health and Safety Committee.
 - (g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.
 - (h) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out his/her duties, shall be deemed to be work time for which he/she shall be paid by the Employer at her regular rate or premiums will apply where applicable and he/she shall be entitled to such time from work as is necessary to attend scheduled meetings.
 - (i) The Employer accepts that one (1) of the bargaining unit members on the Joint Health and Safety Committee will be trained as a certified worker under the *Occupational Health and Safety Act*. Any cost associated with the training of a certified worker will be paid by the Employer, or as may be prescribed pursuant to the *Occupational Health and Safety Act*.
 - (j) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- 7.05 Employees who are requested to attend an accommodation and/or return to work meeting following an absence will be advised that they may contact a Union representative at the time that the meeting is organized. Union representatives will attend such meetings where requested and shall not lose regular pay as a result of such attendance.

7.06 Employee Interview

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These

interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by his/her Union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employees and failing settlement within ten (10) calendar days following advice of his/her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee, to the Manager of Labour Relations or designate. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Manager of Labour Relations or designate will deliver her decision in writing within ten (10) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within ten (10) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Manager of Labour Relations or designate. A meeting will then be held between management and the Grievance Committee within ten (10) calendar days of submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of LiUNA Local 3000 and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing within ten (10) calendar days following the date of such meeting.

Policy Grievance

8.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local Business Manager or her designate.

Group Grievance

8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to management within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The Employer shall reply in writing within ten (10) calendar days of the receipt of the grievance. In the case that the reply is not satisfactory, the grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply.

Discharge/Discipline Grievance

8.06 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within ten (10) calendar days after the date the discharge or suspension is effective. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee without loss of seniority and with full compensation for the lost time; or
- (c) by any other arrangement which may be deemed just and equitable.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge.

A lesser standard shall be used in the performance appraisal of a probationary employee unless the probationary employee is released for reasons that are discriminatory or in bad faith.

8.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a

matter is arbitrable, such grievance may be submitted to mediation or to arbitration as hereinafter provided.

The parties may agree to submit grievances to a mediation process with a mutually agreed mediator prior to referring the grievance to arbitration.

If no written request for arbitration is received within twenty (20) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

8.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employees.

8.09 It is agreed that any issue to be arbitrated shall be submitted to a single arbitrator that is satisfactory to both parties.

The party submitting the matter to arbitration shall in its notice to arbitrate provide three (3) names of sole arbitrators that they find acceptable to hear the case. The party responding to the notice to arbitrate shall respond within seven (7) calendar days either choosing one (1) of the arbitrators on the list, or providing three (3) alternative names of arbitrators. If the parties cannot agree on an arbitrator within twenty-one (21) calendar days, either party can apply to the Ministry of Labour to have a single arbitrator appointed.

The decision of the arbitrator will be final and binding on the parties hereto.

It is understood and agreed that nothing herein precludes either party from accessing their right to file for arbitration under Section 49 of the *Labour Relations Act*.

8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

8.12 The 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 The proceedings of the Arbitration will be expedited by the parties hereto and the decision will be final and binding upon the parties hereto and the employee or employees concerned.

8.14 The parties will share equally the fees and expenses, if any, of the Arbitrator.

8.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the *Labour Relations Act*.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 The Union acknowledges that it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the patients/clients of the Employer.
- (b) to maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees; to direct and control the work of the employees, determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting up of departments and work schedules. To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees.
- (c) To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

9.02 The Employer agrees to exercise their rights in a fair and equitable manner consistent with the collective agreement.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

10.01 Orientation

The Employer recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.

10.02 Employees recalled from layoff under Article 14.07, employees whose probationary period has been extended under Article 12.03 and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer.

- 10.03 The Employer and the Union recognize the benefits derived from in-service education. The Union supports the principle of its member's responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.
- 10.04 When an employee is on duty and authorized to attend any in-service program within the Employer's premises and during his/her regularly scheduled working hours, he/she shall suffer no loss of regular pay.

ARTICLE 11 - ACCESS TO FILES

- 11.01 A copy of a completed performance appraisal or any evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such performance appraisal or any evaluation as having been read and understood and shall have the opportunity to add his/her views to such performance appraisal or any evaluation prior to it being placed in his/her file. It is understood that such performance appraisals or any evaluations do not constitute disciplinary action by the Employer against the employee.
- 11.02 Each employee shall have reasonable access to all his/her files for the purpose of reviewing their contents in the presence of Human Resources and employee representative, if requested. A copy of the performance appraisal will be provided to the employee at her request. Requests to review a file must be submitted in writing and shall be on the employee's own time. Requests will normally be granted within three (3) business days of the submission of the request.
- 11.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an 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 the preceding twelve (12) month period. Where the employee is on leave in excess of thirty (30) working days, excluding vacation, the eighteen (18) month period will be extended by the duration of such leave.

ARTICLE 12 - SENIORITY

12.01 Probation Period

- (a) Newly hired employees shall be considered to be on probation for a period of sixty (60) shifts or four hundred and fifty (450) hours. Part-time/casual employees shall be required to work four hundred and fifty (450) hours, but no longer than six (6) months.

The Employer may extend the probationary period as specified above with the consent of the probationary employee and the Union, an additional three (3) calendar months but, in all cases, the extension 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, unless the termination is discriminatory, arbitrary or in bad faith.

- (b) In the event that an employee transfers from part-time/casual to full-time or vice versa the employee shall not be required to serve a probationary period. Their full seniority shall be retained and the calculation in 12.02 shall apply.

12.02 Definition of Seniority

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

Part-time and casual employees will accumulate seniority/service on the basis of one (1) year seniority for each sixteen hundred and fifty (1650) hours worked from date of last hire. Seniority on such list will be expressed in terms of total hours worked.

Seniority will operate on a bargaining unit wide basis.

It is understood that no employee will accrue more than one full-time year of seniority or service per full calendar year.

Upon completion of the probationary period the employee's name shall be added to the appropriate seniority list and shall reflect the number of hours paid from date of hire.

There shall be a seniority list for all employees covered by this Collective Agreement who have completed their probationary period.

There shall be a separate seniority list for all part-time and casual employees who have completed their probationary period.

A copy of the seniority list shall be posted on the Union bulletin board twice (2) per year, in February and August. A copy will be filed with the Union Chief Steward or his/her designate and an electronic copy sent to the Union Head Office.

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

12.03 Loss of Service and Seniority

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

- (a) resign;
- (b) are discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) retire;
- (d) have been laid off without recall for twenty-four (24) months;
- (e) are absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (f) fail to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (g) fail upon being notified of a recall to signify their intention to return within seven (7) calendar days after receiving the notice of recall mailed to the last known address according to the records of the Employer and fails to report to work within twenty (20) calendar days after he/she has received the notice of recall or such further period of time as may be agreed upon by the parties.

- (h) are absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or injury commenced. Interpretation and application of this clause is subject to the provisions of the *Human Rights Code*.
- (i) are a casual employee who fails to declare their availability in accordance with Article 18.05 (b), and/or fails to be available pursuant to their declared availability if called upon without a reasonable excuse.

12.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

- (a)
 - (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
 - (ii) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.
 - (iii) In addition, the employee will become responsible for full payment of employee benefits in which he/she is participating for the period of the absence. The employee may arrange with the Employer to prepay the full premium of any applicable benefits in which he/she is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage. Should the employee fail to provide payment in accordance with this Article, and such payments are overdue by greater than thirty (30) continuous calendar days, benefit coverage may be cancelled and proof of insurability may be required by the carrier in order to reinstate benefits.
 - (iv) It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due

to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- (b) (i) Seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks if the employee did not take pregnancy leave.
- (ii) The Employer will continue to pay its share of the premiums of the employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to sixty-one (61) weeks while the employee is on parental leave (sixty-three (63) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions

12.05 Employees working in Departments/Unit affected by a slowdown may, where appropriate work is available, be offered available work. Such opportunities will be offered based on seniority, ability and qualifications provided no training or orientation is required.

12.06 Seniority and service shall be retained by an employee in the event he/she is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her seniority and service on the basis of sixteen hundred and fifty (1650) hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for her seniority and service on the basis of one (1) year of seniority and service for each sixteen hundred and fifty (1650) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

ARTICLE 13 - JOB POSTINGS

13.01 (a) i) Where a permanent full-time or part-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Employer such vacancy shall be posted on the designated bulletin board and on CHEONet for a period of seven (7) consecutive calendar days. Where the end of the seven (7) days falls on a weekend or a

holiday as defined in article 19.01 the posting will close on the first business day following. Employees in this bargaining unit may make written application to Human Resources for such vacancy within the time frame referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of three (3) months from the date of the initial posting, it will be reposted as noted above.

- ii) The posting shall stipulate the job classification, Department/Unit, point-code, status, salary scale and requirements of the position. A copy of the job description for the position shall be made available for review by an interested applicant by the Human Resources Department.
 - iii) A copy of all job postings will be provided to the local Union at the time of posting
- (b) A list of vacancies filled in the preceding month under Article 13 and the names of the successful applicants will be provided to the Union. The Employer will provide the Union with a list of unfilled previously posted vacancies at least every six (6) months. The Union will also be advised of any posted positions that have been rescinded by the Employer in the preceding month. Unsuccessful applicants will be notified. The parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Employees shall be selected for positions under Article 13 on the basis of their skill, 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 within an appropriate familiarization period.

The hospital agrees that Employees selected for positions under Article 13 will endeavor based on operational requirements to start their newly awarded position within 30 days of being notified they are the successful applicant.

- (d) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee

can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to their former position, without loss of seniority. Subsequent vacancies resulting from the posting may be filled on a temporary basis until the trial period is completed.

- (e) Subsequent vacancies created by the filling of a posted vacancy are to be posted on the designated bulletin board and on CHEONet for seven (7) consecutive calendar days.

The Employer may temporarily fill a position until the successful candidate has been chosen. In filling such vacancies preference shall be given to part-time employees from the unit on the basis of seniority who are qualified to perform the work in question. If the temporary position is not filled by a part-time employee from the unit preference shall be given to casual employees.

- (f) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer.

In filling such temporary vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees.

It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancies.

The manager or designate will inform their staff of current vacancies online, via email or on the unit's internal bulletin board.

- (g) Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to his/her former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Where the Local parties agree, full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees. A list of all vacancies expected

to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the employees selected and the anticipated duration of the vacancy, will be provided to the Union.

- (h) An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of his/her selection unless an opportunity arises which allows the employee to change his or her permanent status.
- (i) Prior to commencing an approved leave of absence or vacation, an Employee may make a written request to be considered for a specified vacancy should such vacancy be posted during their absence. The Employee shall complete the internal Request for Transfer form including identifying the specific classification, status, work area and other relevant factors desired and submit it to the Human Resources Department prior to the absence. Such completed Request for Transfer form shall be considered as a valid application for any vacancy that meets the criteria identified in the Employee's Request for Transfer form that occurs during the Employee's absence. The Employee shall indicate how and where they can be contacted in the event a specified vacancy is posted prior to their return. The parties agree that the employer is under no obligation to extend the selection process, including the interview and testing, as a result of the non-availability of the employee.

13.02 Holding More Than One Position
(Applies to part-time employees only)

- (a) Employees shall be entitled to hold one (1) "primary" position.
- (b) An employee who holds more than one position is required to fulfill the commitment applicable to her "primary" position.
- (c) Part-time employees can declare availability to work additional hours in their "primary" position or in other positions as defined in Article 17.
- (d) A part-time employee shall be entitled to make application for a posted part-time or casual position. If successful, the employee shall declare his/her "primary" position to the Employer in writing. Neither the employee's ability to fulfill his/her commitment in either position or the Employer's operational efficiency would be adversely affected if the employee is to retain more than one (1) position.

- (e) A part-time employee who obtains a “secondary” position(s) will not be permitted to be regularly scheduled to work in excess of seventy five (75) hours biweekly.

A part-time employee holding a “secondary” position(s) with the Employer is required at the time he/she is scheduled or offered an additional shift or hours, which, if worked, would result in overtime rates being triggered, to disclose that fact to the Employer. Failure to provide such notification will result in regular straight time rates being paid for such shifts or hours.

- (f) Employees, holding more than one position, shall be obligated to work any additional shifts that have been offered and accepted in all their respective positions.
- (g) No employee will hold two different steps on the same pay scale, irrespective of the number of jobs the employee holds.

For clarity, when an employee holds more than one position on the same pay scale, his/her placement on the pay scale shall be at the step of the position he/she occupied first.

- (h) A part-time employee who successfully bids on a “secondary” position(s) will not be entitled to receive transportation allowance in relation to traveling to the location of the “secondary” position. An assignment to travel on Employer-related business after the commencement of the shift shall be subject to transportation allowance.
- (i) In the event of Layoff, displacement shall occur on a position-by-position basis. Where layoff and/or displacement occurs in the part-time employee’s “primary” position, the Employee will be entitled to the full displacement rights as described in the Collective Agreement.
- (j) A part-time employee who successfully bids on a “secondary” part-time position(s) shall sign an agreement as acknowledgement of the conditions as stated herein.

13.03 In the event the Employer wishes to increase the hours of work amongst regular part-time employees in a classification in a work area by an amount not greater than 0.1 FTE, the Employer may do the following:

- (a) Offer, in order of seniority, the additional 0.1 FTE to regular part-time employees in the classification and work area whose hours

were reduced. Acceptance of such additional FTE shall be voluntary;

- (b) Offer, in order of seniority, the additional 0.1 FTE to regular part-time employees in the classification and work area. Acceptance of such additional FTE shall be voluntary;
- (c) In the event a) or b) does not result in the additional 0.1 FTE being assigned, the Employer shall post the increase as per Article 13.01.
- (d) In the event c) fails to attract a successful candidate, the Employer may assign the additional 0.1 FTE to the least senior regular part-time or most senior casual employee in the classification in the work area. This will result in a casual employee becoming a regular part-time employee.

This clause shall not be used to prevent the posting of a vacancy greater than 0.1 FTE.

ARTICLE 14 - LAYOFF AND RECALL

14.01. In the event of a proposed layoff at the Employer of a permanent or long term nature, the Employer will at the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s), the Employer shall provide a copy, together with accompanying documentation, to the Union. The Employer will also:

- (a)
 - (i) provide the Union with no less than five (5) months' written notice of such layoff or elimination of position and
 - (ii) provide to the affected employee(s), if any, who will be laid off, no less than five (5) months written notice of lay off, 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 (a) above shall be considered notice to the Union of any subsequent layoff.

- (b) In the event of a short-term layoff, the Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the proposed layoffs.
- (c) Meet with the Reassignment Committee to review the following:

- (i) the reason causing the layoff;
- (ii) identify and propose possible alternatives to the proposed layoffs or elimination of positions;
- (iii) the method of implementation including the areas of cutback and employees to be laid off;
- (iv) subject to the employee being able to perform the work available in the absence of training, vacant positions will be awarded to employees, in order of seniority who are, or would otherwise be laid off;
- (v) immediately undertake a review of any existing subcontract work which would otherwise be bargaining unit and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer's premises by members of the bargaining unit.
- (vi) Identify vacant positions with the Employer or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by the collective agreement.

The Reassignment Committee shall comprise of equal numbers of representatives of the Employer and the Union.

Meetings shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representatives shall be paid by the Employer at his/her regular or premium rate as may be applicable.

The Employer shall provide to the Reassignment Committee all pertinent staffing and financial information.

14.02. A layoff shall not include a reassignment of an employee from his/her 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 the same job category and status having regard to the employee skills, abilities, qualifications 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 rotation; 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 being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

* In 14.02 (iv) above, "nearby site in terms of accessibility" means within the Ottawa city limits.

14.03 Any vacancy to which an employee is reassigned pursuant to Article 14.01 (b) need not be posted.

14.04 In the event of a layoff, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, provided that the employees who remain on the job then have the qualification, skill and ability to perform the work.

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.

14.05 An employee who is subject to a permanent or long term layoff shall have the right to either:

- (a) accept the layoff with recall rights: or
- (b) receive an early retirement allowance as outlined in Article 14.06
- (c) retire, if under the terms of the Healthcare of Ontario Pension Plan (HOOPP)

or

- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.01.

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

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

- 14.06 (a) Before issuing notice of long term layoff or notice pursuant to Article 14.01, the Employer will make offers of early retirement allowance in accordance with the following conditions:

- (i) The Employer will first make offers in order of seniority in the department(s) and in classifications where layoffs would otherwise occur. The Employer will offer the same number of early retirements as the number of layoffs it would otherwise make.
- (ii) The Employer will make offers to employees eligible for early retirement under the HOOPP (including regular part-time, if applicable, whether or not they participate in the HOOPP).
- (iii) If no employees on the unit affected accept the offer, the Employer will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
- (iv) The number of early retirements the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off.

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

- (b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:
- (i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
 - (ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.
 - (iii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
 - (iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

- (c) Where an employee has received individual notice of long term layoff under Article 14.01 such employee may resign and receive a separation allowance as follows:
- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, he/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 will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

- (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he/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 will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

14.07 An employee who is subject to a short-term layoff including a full-time employee whose hours of work are reduced may:

- (a) accept the layoff with recall rights; or
- (b) retire, if eligible under the terms of the HOOPP

14.08 Benefits on Layoff

Employees who are on layoff may continue to participate in the benefit plans that they are enrolled in at the time of lay-off, at their request, provided they make arrangements for payment of 100% of the benefit premiums and provided also that the layoff does not exceed one (1) year.

14.09 Recall

- (a) The Employer shall notify the employee of recall opportunity by registered mail, to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the position 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/her proper address being on record with the Employer.
- (b) Employees who are in a layoff situation will be recalled to work in order of seniority providing he/she has the ability to perform the available work. This process will be in effect for a period of twenty four (24) months from the date of layoff.
- (c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in a manner that is arbitrary, discriminatory or in bad faith.

- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her 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 and to return to work within ten (10) working days after being notified.

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

14.11 No new employee shall be hired until all laid off employees who are eligible for recall have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

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

No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

14.12 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,

shall be entitled to a separation allowance equal to two weeks' pay, for each year of continuous service to a maximum of sixteen (16) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*.

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

ARTICLE 15 - JOB SECURITY

15.01 It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his/her consent.

- (a) An employee who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate, his/her seniority held at the time of the transfer. In the event the

employee is returned to a position in the bargaining unit he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.

- (b) In the event that an employee is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, he/she shall not suffer any loss of seniority, service or benefits.
- c) In the event that an employee is temporarily transferred out of the bargaining unit for a specific term or task greater than six (6) months but not more than eighteen (18) months, he/she shall retain, but not accumulate his/her seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, he/she shall be credited with seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.

The Employer shall notify the Union of any bargaining unit members leaving the bargaining unit for periods longer than fifteen (15) months' duration.

15.02 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.

15.03 The Employer shall not contract out any work usually performed by Members of this bargaining unit if as a result of such contracting out, a layoff of any employees follows. The Employer will not utilize agency staff where there are qualified employees available to work.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Personal Leave of Absence

- (a) Written requests for a personal leave of absence will be considered on an individual basis by the Employer. Application for such leave shall be made in writing to the Employer as far in advance as possible prior to the commencement of the leave, but no later than two (2) weeks in advance of the requested leave, except in cases of emergency. The application must clearly state the reason for the leave and duration of such absence. The absence will not exceed one (1) year. A written reply will be given within fourteen (14) days except in cases of emergencies.

A Personal Leave of Absence will not be granted to allow an employee to work for an alternate employer.

An employee will be credited with seniority during an unpaid leave of absence up to a maximum of thirty (30) continuous days.

- (b) Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld. Such leave must be requested as soon as possible but not later than forty-eight (48) hours in advance of the appointment except in cases of demonstrated emergencies. Such leave will not exceed thirty-seven point five (37.5) hours (forty (40) hours for equipment maintenance technicians) during any fiscal year.

16.02 Union Leave

The Employer agrees to grant leave of absence, without pay to employees selected by the Union to attend Union business including conferences, conventions, seminars, educational classes, Provincial meetings and other Union business in connection with the administration of the Collective Agreement. Such leave will not be unreasonably denied.

The Union agrees to provide, where possible not less than four (4) weeks written notice prior to the first day of the leave. A written reply will be given within seven (7) days by the Employer.

Where such leave has been granted the Employer shall maintain the Employees seniority, salary and applicable benefits.

The Local Union agrees to reimburse the Employer in the amount of the daily rate of the Employee plus any amount for any applicable subsidized benefits. The Employer will bill the Union within a reasonable period of time. The Union will reimburse the Employer within thirty (30) days of the date of the invoice.

Notwithstanding the above, time spent by an employee who is elected to the Board of Directors of the Union to fulfil the duties of the position shall be in addition to the leave provided for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

In addition to the above, part-time or casual employees who are attending to union business when not regularly scheduled shall be deemed to be on union leave. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Employer of the number of such hours.

16.03 Full-Time Union Leave

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office.

It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

During such leave of absence seniority shall accumulate on the basis of what his/her normal regular hours of work would have been. Seniority shall accumulate for an employee during such leave to the maximum provided, if any under the provisions of the Collective Agreement. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his/her normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Employer of his/her intention to return to work at least eight (8) weeks prior to the date of such return. The employee shall be returned to his/her former duties on the same shift in the same department and at the appropriate rate of pay subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 3.05 the Employer may fill the vacancy resulting from such leave on a temporary basis for the duration of the leave.

16.04 Bereavement Leave

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off. The leave will be without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral of a parent, spouse or child (including step child). "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of his/her other immediate family.

Immediate family, for the purposes of this Section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse, step-parent, Step-brother, step-sister, son-in-law, daughter-in-law.

Employees may be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions not exceeding the number of days above, in order to accommodate religious and cultural diversity and weather restrictions.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for his/her aunt, uncle, niece or nephew.

16.05 Jury Duty

An employee who is required and reports for jury duty in any court of law or is required by subpoena to attend a court of law in connection with a case arising from his/her duties with the Employer, or is required by subpoena to attend a court of law as a crown witness, shall not lose pay at their regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked, provided that the employee:

- a) inform the Employer immediately upon being notified the employee will be required to attend court;
- b) present proof of service requiring the employee's attendance; and
- c) deposit with the Employer the full amount of compensation received for such jury duty, excluding mileage, travelling and meal allowances and provide an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's request in connection with a case arising from an employee's duties with the Employer on a regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It

is understood that any rescheduling shall not result in the payment of any premium.

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

16.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (c) Except in the case of an emergency, the employee shall give the Employer at least four (4) weeks written notification of her intention to take pregnancy leave and the notice should set out the date of commencement of her leave of absence and the expected date of return. The employee shall provide the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and the expected date of delivery. Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Employer thereof as soon as possible.
- (d) Effective upon confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit equivalent to the difference between ninety per cent (90%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. The employee shall provide the Employer with her Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and such benefits 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 the regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

- (e) The pregnancy leave shall be granted for a period up to seventeen (17) weeks. Should the employee elect to take a pregnancy leave for a period of less than seventeen (17) weeks, the employee shall give four (4) weeks written notice of her expected date of return.
- (f) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (e) above by written notification received by the Employer at least four (4) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status that would have occurred had she not been on Pregnancy Leave, the employee shall be reinstated to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (g) An employee may change the end date of her pregnancy leave by complying with the requirements of the *Employment Standards Act*,
- (h) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (i) The Employer shall continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave for those employees receiving a percentage in lieu of benefits, if applicable.
The Employer will register those benefits as part of the Supplementary Employment Benefit Plan with the Canada Employment Insurance Commission.

16.07 Parental Leave

- (a) Where an employee with at least thirteen (13) weeks of continuous service becomes a parent as the result of the birth of a child, or a child coming into the Employee's custody, care and control for the first time, such employee is entitled to parental leave of absence of up to sixty-one (61) weeks if the Employee also took pregnancy leave and sixty-three (63) weeks otherwise. A "parent" also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his/her own.

The employee shall give the Employer written notification at least four (4) weeks of the date of the commencement of the leave of absence and of the expected date of return. If, because of late receipt of

confirmation of a pending adoption or other unanticipated circumstance over which the employee had no control, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. The cumulative total of pregnancy leave and parental leave shall not exceed seventy-eight (78) weeks.

- (b) An employee shall reconfirm their intention to resume employment with the Employer in writing four (4) weeks prior to the expiry of the parental leave. Subject to any changes to the employee's status that would have occurred had she not been on parental leave, the employee shall be reinstated to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (c) Effective upon confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety per cent (90%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. The employee shall provide the Employer with her Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and such benefits 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 the regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours. Where more than one employee is caring for a child for whom the parental leave is requested, the benefits of the sub plan can be divided between the employees or claimed by one (1) employee.

Where an employee elects to receive extended parental leave benefits pursuant to the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive standard parental leave benefits pursuant to the *Employment Insurance Act*.

An employee does not have a right to SUB payments except for supplementation of E.I. benefits for the unemployment period as specified in this article. Payments such as guaranteed annual

remuneration, deferred remuneration or severance pay are not reduced or increased by payments received under this article.

- (d) An employee may change the end date of their parental leave by complying with the requirements of *Employment Standards Act*.

16.08 Pregnancy/Parental Leave – Credit for Service and Seniority, Continuation of Benefits

During the pregnancy/parental leave approved under this article, credit for service and seniority shall continue to accrue for the purposes of salary increments, vacation leave entitlement, sick leave or any other service credits. For full-time employees on pregnancy/parental leave, the Employer shall continue to make its contributions for benefits premiums on behalf of eligible employees provided that the Employer has received written notice of the employee's intention to participate in benefit plans during such leave and the employee provides payment for her share of the premium costs required under this collective agreement. For part-time employees, seniority and service accumulation shall be based on an average of the previous six months regular hours worked by a part-time employee.

The Employer shall continue to pay the percentage in lieu of benefits and its share of pension contributions for a period of up to ten (10) weeks while the employee is on parental leave for an employee receiving in lieu of benefits.

The Employer will register those benefits with the Unemployment Benefit plan.

Notwithstanding this provision, seniority will accrue while an employee is on pregnancy leave under Article 16.06 for a period of up to sixty-one (61) weeks if the Employee also took pregnancy leave and sixty-three (63) weeks otherwise while an employee is on a parental leave under Article 16.07.

16.09 W.S.I.B. – Credit for Service and Seniority, Continuation of Benefits

Effective the date of ratification, seniority will accrue for thirty (30) months while an employee is in receipt of W.S.I.B. benefits or LTD. In addition, the Employer will continue to pay its share of the premiums to thirty (30) months while an employee is in receipt of W.S.I.B. benefits and sick leave including the E.I. period. The employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of W.S.I.B. benefits. The employee may arrange with the Employer to

prepay the full premium of any applicable subsidized benefits in which he/she is participating during the period of leave in excess of thirty (30) continuous calendar days and before said leave must report to the Human Resources Department to discuss the cost of benefits and to arrange for payment of these benefits through preauthorized bank withdrawal to ensure continuing coverage.

16.10 Education Leave

- (a) Leave of absence, without pay and without loss of seniority for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Employer. Requests for such leave will not be unreasonably denied.
- (b) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade the employee's employment qualifications. Where employees are required by the Employer to take examinations, courses to upgrade, or acquire new employment qualifications, the Employer shall pay the full cost.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment by the Employer may be granted at the discretion of the Employer upon written application by the employee to the Employer. Such application shall not be unreasonably denied.
- (d) Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to their current employment with the Employer.

16.11 Statutory Leaves

The following clause is applicable to all employees.

Employees shall be granted statutory leaves in accordance with the requirements of the Ontario *Employment Standards Act*, as amended from time to time. In 2019, the statutory leaves include: Pregnancy Leave, Parental Leave, Family Caregiver Leave, Family Medical Leave, Organ Donor Leave, Critical Illness Leave, Child Death Leave, Crime-Related Child Disappearance Leave, Emergency Leave-Declared Emergencies,

Domestic or Sexual Violence Leave, Sick Leave, Bereavement Leave, Family Responsibility Leave and Reservist Leave.

All statutory leaves shall be provided without pay for the period of time prescribed in the Act unless otherwise provided within this Collective Agreement. Seniority and service shall continue to accumulate for the entire approved leave. Following the leave, the Employer will reinstate to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

16.12 Pre-Paid Leave Plan

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

- (a) The Plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part DO/III of the Income Tax 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 Director of the Department and the Director of Human Resources 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 year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d) Written applications will be reviewed by the Director of the Department and the Director of Human Resources or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty per cent (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 Employer.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.

The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to the HOOPP will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If an employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to him/her within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:

- (i) A statement that the employee is entering the pre-paid leave program in accordance with this article of the Collective Agreement.
- (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 Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

Employees must return to work for at least as long as the leave period, in order to avoid tax penalties being imposed by Revenue Canada.

ARTICLE 17 - HOURS OF WORK AND SCHEDULING

17.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this agreement.

17.02 Rest Periods

Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of their shift where the shift is longer than five (5) hours.

Meal Periods

Employees shall be entitled, subject to patient care and/or departmental requirements, to an unpaid meal period of thirty (30) minutes when the shift length does not exceed ten (10) hours. The meal period will be an uninterrupted period except in the case of emergencies. If the employee is not able to take their unpaid break, this time will be paid as overtime. Where an employee is not allowed to leave the premises, the meal break will be paid.

Where an employee notifies their Supervisor that they will be unable to take the normal meal break due to the requirement of providing patient care and/or departmental requirements, and the supervisor provides permission to do so, such employees shall be paid time and one half (1.5) their regular straight time hourly rate for all time worked in excess of their normal daily hours.

The scheduling of meal and rest periods shall be determined by the supervisor

Flexible Hours

It is understood that not all areas shall necessarily have the same hours of work. Flexible hours are those that average thirty-seven and one half (37.5) or forty (40) hours per week, over a six (6) week schedule, as determined by the Employer.

Cancelling of Shifts

Full-Time

The Employer will endeavour to provide as much advance notice as is practicable of a change in a schedule. Changes to the work schedule shall be brought to the attention of the affected employees. Where less than forty eight (48) hours of notice of change is given to a full-time employee, the employer will pay time and one half (1.5) of the employee's regular straight time hourly rate for all hours worked on the employee's next schedule.

Part-Time

Where a regular part-time employee's scheduled shift is cancelled or unilaterally changed by the Employer with less than twenty-four (24) hours notice, he/she shall receive time and one-half (1.5) of the regular straight time hourly rate for all hours worked on his/her next shift.

Casual

Where a casual employee's scheduled shift is cancelled or unilaterally changed by the Employer with less than twenty-four (24) hour's notice, he/she shall receive time and one-half (1.5) of the regular straight time hourly rate for all hours worked on his/her next shift.

Reduced point-code Full-Time Employees

Notwithstanding article 3.02, in certain circumstances, the schedule of an individual employee may be adjusted to enable an average weekly work assignment of thirty (30) to thirty-seven point five (37.5) hours. The employee will retain full-time status including but not limited to seniority and service. Employees working such zero point eight (0.8) or zero point nine (0.9) positions will be considered full-time and will continue to be classified as full-time employees for the purpose of this agreement. It is understood that all benefits, pension and issues related to vacation, paid holidays and benefit coverage will be pro-rated accordingly.

Scheduling Regulations

17.03 Normal Tours (8 hours) - Full-time/Part-time

Shift schedules will be posted at least four (4) weeks in advance and shall cover a six (6) week period.

- (a) Shift schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.
- (b) Except for Physical Plant employees, employees will not be scheduled to work more than six (6) consecutive shifts. Physical Plant employees will not be scheduled to work more than seven (7) consecutive shifts.
- (c) A period of at least twelve (12) hours will be scheduled off between shifts. Failure to provide a minimum of twelve (12) hours off between shifts shall result in payment of time and one half (1.5) the employee's regular straight time hourly rate for all hours which reduce the minimum hour period.
- (d) A request for exchange in posted schedules by an employee may be considered by the Employer. Except in demonstrated emergencies, such requests must be submitted in writing no later than five (5) days prior to the shift in question and co-signed by the employee willing to exchange days off or shifts scheduled. No premium or overtime pay shall result from such exchange of shifts.

It is understood that any of the above scheduling regulations may be waived by mutual consent of the Employer and the Union.

17.04 Normal Tours (8 hours) – Full-time

- (a) The Employer will schedule employees so as to provide for at least one (1) weekend off in two (2).
- (b) An employee will receive premium pay time and one half (1.5) for the hours worked on a weekend scheduled off save and except where:
 - i. Such weekend has been worked by the employee to satisfy specific days off requested in writing by such employee; or;

- ii. such employee has requested weekend work in writing; or
 - iii. Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) These provisions do not apply to those who are hired for and are only scheduled to work weekends.

Where Full-time employees are required to work for the Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day) on alternate years, they will in turn be eligible for a minimum of five (5) days off for the above period not worked.

17.05 Normal Tours (8 hours) – Part-time

- (a) All part-time employees must be available to work a predetermined schedule according to the following conditions:
- i. to work a minimum of six (6) full shifts per two week period unless hired to a point code which is less;
 - ii. available twelve (12) months a year less the allowable vacation entitlement, unless on a leave as set out in the collective agreement;
 - iii. available one (1) weekend in two (2) when required by the Employer;
 - iv. available for the Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day) on alternate years and in turn will be eligible for a minimum of five (5) days off for the above period not worked.
- (b) These provisions do not apply to those who are hired for and are only scheduled to work weekends.
- (c) An employee will receive premium pay (time and one half) for all hours worked on a weekend scheduled off save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested in writing by such employee; or
 - ii) such employee has requested weekend work in writing; or

- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- (d) These provisions do not apply to those who are hired for and are only scheduled to work weekends.

17.06 Extended Tours (12 hours) – Full-time and Part-time

- (a) Shift schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.
- (b) The normal daily shift shall be eleven and a quarter (11.25) consecutive hours in any twenty-four (24) hour period.
- (c) A period of at least (12) twelve hours will be scheduled off between shifts. Failure to provide a minimum of twelve (12) hours off between shifts shall result in payment of time and one half (1.5) the employee's regular straight time hourly rate for all hours which reduce the minimum hour period.
- (d) It is understood that any of the above scheduling regulations may be waived by mutual consent of the Employer and the Union.

17.07 Extended Shifts (12 hours) – Full-time

- (a) Not more than two (2) consecutive weeks will be scheduled on evenings or nights.

This provision shall not apply where scheduling arrangements are provided which are acceptable to the Employer, the employees affected and approved by the Union or the employee was advised at the time of hire or when the job was posted that the regular schedule requires continuous evenings or nights.

- (b) An employee will receive premium pay (time and one half 1.5) for the hours worked on a weekend scheduled off save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested in writing by such employee; or;
 - ii) such employee has requested weekend work in writing; or;
 - iii) such weekend is worked as the result of an exchange of shifts with another employee; or;
 - iv) A written request for exchange in posted time schedules by an employee may be considered by the Employer. Such request

must be submitted in writing at least five (5) days prior to the shift in question and co-signed by the employee willing to exchange days off or shift schedules. Upon approval by the Employer, the employee who accepted the exchange becomes obligated to work the shift in question. No premium pay shall result from such exchange of shifts.

17.08 Extended Shifts (12 hours) – Part-time

- (a) All regular part-time employees must be available to work a predetermined schedule according to the following conditions;
 - i) to work a minimum of forty-five (45) hours per two week period unless hired for a point code which is less;
 - ii) available twelve (12) months a year less the allowable vacation entitlement unless on a leave as set out in this collective agreement;
 - iii) available one (1) weekend in two (2) when required by the Employer;
 - iv) available for Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day) on alternate years and in turn will be eligible for a minimum of five (5) days off for the above period not worked.
 - v) These provisions do not apply to those who are hired for and are only scheduled to work weekends.
- (b) An employee will receive premium pay (time and one half 1.5) for the hours worked on a weekend scheduled off save and except where:
 - i) Such weekend has been worked by the employee to satisfy specific days off requested in writing by such employee; or;
 - ii) such employee has requested weekend work in writing; or;
 - iii) such weekend is worked as the result of an exchange of shifts with another employee; or;
- (c) These provisions do not apply to those who are hired for and only scheduled to work weekends.

17.09 Distribution of Working Shifts

- (a) Additional hours shall first be distributed up to seventy five (75) hours per pay period to Full-Time zero point eight (0.8) and zero point nine (0.9) FTE employees based on seniority within their classification, where they are qualified and available to perform the work. It is understood that such additional hours shall not result in overtime or premium payment.
- (b) Any hours not distributed under (a) will be offered based on seniority among the regular part-time employees within their classification who are qualified and available to perform the work, it being understood that such additional hours shall not result in overtime or premium payment.
- (c) Any hours not distributed under (a) or (b) will be offered based on seniority within their classification to casual employees qualified and available to perform the work. Casual employees must declare their availability for a minimum of three (3) shifts in every six (6) week schedule, and be available to work such days if called upon.
- (d) When offering overtime shifts, the Employer will first offer the shift to full-time employees eligible under Article 18.04 followed by regular part-time and casual employees within their classification who are qualified and available to perform the work, according to seniority.

17.10 Where an operational need arises for an employee or employees' shift schedules to be changed, the Employer agrees to offer the changed shift schedules to affected employees in the classification in order of seniority prior to assigning the required change of shift schedule by reverse seniority.

Clarity Note: This article shall not apply where an employee's shift schedule is being changed for the purpose of the individual's accommodation, occupational health and safety requirements, performance management, or educational requirements.

ARTICLE 18 - PREMIUM PAYMENT

18.01 Reporting Pay

An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at his/her regular straight time hourly rate.

18.02 Standby

Where an employee is required to remain available for duty on standby outside his/her regularly scheduled working hours, they shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in Article 19 the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50) per hour.

At the time the employee is notified to return to work under Article 18.03 (call back) above and works during the period of standby, standby pay shall cease and the regular hourly pay plus any premium entitlement will commence.

NOTE: Article 18.02 is applicable to full-time and regular part-time employees only.

An employee who is called in from standby and who:

- (a) works a minimum of four (4) hours, and
- (b) works beyond midnight (24:00)

will not be required to return to regular duties at the Employer without eight (8) hours of time off. Where such time extends into the employees booked day shift, the Employer will maintain his or her regular earnings within the eight (8) hour period.

NOTE: Article 18.02 is applicable to full-time and regular part-time employees only.

18.03 Call Back

Where an employee has completed his/her regularly scheduled shift and prior to the commencement of their next regular shift is called back to work, they shall receive two times (2x) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at two times (2x) their regular straight time hourly rate.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 18.03 does not apply to prescheduled hours of work. Article 18.03 does not apply where the employee elects to work additional unscheduled hours made available by the Employer.

18.04 Overtime Premium

Authorized work performed in excess of seven and one-half (7.5, 8 or 11.25) hours of work per day and/or two hundred and twenty five (225) or two hundred and forty (240) hours (for those whose normal hours of work are forty (40) hours per week) of work over the scheduling period shall be considered as overtime and paid for at the rate of time and one-half (1.5) the employee's straight time hourly rate of pay.

Where such overtime is contiguous to a regular shift, the first four (4) hours will be paid at time and half (1.5) and all subsequent hours worked shall be paid at double (2.0) time.

Where an employee is required to work on a paid holiday and is required to work additional hours following his/her full shift on that day, he/she shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

Full-time employees (1.0 FTE only) who are required to work on their scheduled day off will be paid at time and one half (1.5) their regular rate of pay for the shift. Should additional, contiguous overtime be required following the scheduled shift, employees shall be paid at double (2.0) time.

When an employee is required to and does work for three (3) or more hours of overtime after his/her normal shift, he/she shall be provided with a hot meal or a nine-dollar (\$9.00) meal allowance if the Employer is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the nine-dollar (\$9.00) meal allowance.

Subject to the requirements of patient/client care and/or departmental requirement, the thirty (30) minutes unpaid meal break will be provided during the first four (4) hours overtime.

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 workweek and also as hours for which the overtime premium is paid.

18.05 Availability

- (a) A regular part-time employee will declare availability for additional shifts every six (6) weeks prior to the posting of the rotation. Regular part-time employees will update their availability for additional shifts once the schedule has been posted. It is the responsibility of the employee to amend any changes to his/her availability.
- (b) A casual part-time employee must declare their availability for a minimum of three (3) shifts in every six (6) week schedule. It is the responsibility of the casual part-time employee to amend any changes to his/her declared availability.
- (c) Employees shall not be called for additional work on the shifts for which they have declared themselves unavailable.

18.06 Time off in Lieu of Overtime

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

Employees will have the ability to bank overtime hours to a maximum of seventy five (75) (eighty (80) for equipment maintenance technicians) hours at any one time. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer and prior to the end of the fiscal year. Any unused banked overtime remaining at the end of each fiscal year will be paid to the employee by the end of the 1st quarter of the following fiscal year. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. Requests for time off will not unreasonably be denied.

18.07 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

18.08 Shift and Weekend Premium

Employees shall be paid an evening shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 hours and 2300 hours. Employees shall be paid a night premium of two dollars and ninety-eight cents (\$2.98) per hour for all hours worked where the majority of the scheduled hours fall between 2300 hours and 0700 hours.

Employees shall be paid a weekend premium of three dollars and fourteencents (\$3.14) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

18.09 Responsibility Pay

Where an employee is temporarily assigned additional responsibility to supervise or oversee work of employees within their classification they shall be paid seventy-five (0.75) cents per hour in addition to their regular salary and applicable premium allowance.

ARTICLE 19 - PAID HOLIDAYS

19.01 An employee who qualifies under Article 19.04 hereunder shall receive the following paid holidays:

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

The Employer will provide an additional float holiday. Such float holiday shall be selected by the employee and the Director by mutual agreement and must be scheduled in the twelve (12) month period commencing April 1st and ending March 31st.

19.02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one (1) of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged.

19.03 Applicable to Full-Time Employees

Holiday pay is defined as the amount of regular straight time, hourly pay seven and one-half – (7.5) or eight (8) hours) exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.

19.04 Applicable to Full-Time Employees

In order to qualify for pay for a holiday, an employee must complete a full scheduled shift on each of his/her working days immediately preceding and immediately following the said holiday unless the employee is absent due to:

- (a) verified illness or accident which commenced within thirty (30) calendar days prior to the holiday;
- (b) paid leave of absence for a period not exceeding fourteen (14) calendar days inclusive the holiday, provided the employee is not otherwise compensated;
- (c) vacation granted by the Employer;
- (d) the employee's regular scheduled day off.

19.05 An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he/she may otherwise have been entitled.

19.06 Applicable to Full-Time Employees

An employee who qualifies under Article 19.04 and is required to work on any of the above-mentioned holidays will, receive in addition to shift premium, if applicable, either;

- (a) Pay for all hours worked on such day at the rate of one and one-half (1.5) times his/her regular straight time rate of pay in addition to his regular straight time rate of pay.

Where an employee is requested to work on a paid holiday and the employee is required to work additional hours following their full shift on that day such employee shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

or

- (b) Pay at the rate of time and one half the employee's regular time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay (seven and one-half (7.5) hours or eight (8) hours). In selecting such lieu day, it is to be granted within three (3) months of the date on which the holiday was observed unless the employee agrees to schedule it at a later date not to exceed one (1) year. Such lieu day off is to be selected by an employee and the

Director/Manager by mutual agreement. No requests shall unreasonably be denied. Failing such mutual agreement, the lieu-day will be scheduled by the Director/Manager or paid, at the option of the employee.

Failure by the employee to advise the manager of the election of either option a) or b) above at the time of scheduling the shift, will automatically result in option b) being applied.

19.07 Applicable to Full-Time Employees

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless the employee provides an acceptable reason for such absence which his/her immediate supervisor considers legitimate. The Employer's judgment of the reason provided shall be fair and justly exercised in accordance with the Collective Agreement.

19.08 Applicable to Full-Time Employees

A shift that begins or ends during the twenty-four (24) hour period of the above-mentioned 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 shift.

19.09 Where a holiday falls during an employee's scheduled vacation period, the vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

19.10 If a public holiday falls on a day that would not ordinarily be a working day for the employee or on a day the employee is on vacation, the Employer will substitute another day that would ordinarily be a working day for the employee to take off work. Employees wanting to access and schedule the substitute day one day prior to the holiday, must submit a request to their manager two (2) weeks prior to the holiday, and shall be considered for approval subject to operational needs. For example, if the public holiday was a Friday, staff may now request to have it scheduled on the Thursday. These substitute days shall not be considered to be premium days.

ARTICLE 20 - VACATION

20.01 Applicable to Full-time Employees

The cut-off date for the purpose of determining vacation entitlement is March 31st in each year. Employees working for the Employer in the twelve (12)

month period preceding March 31st will be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

(a) (Applies to Full-time Employees only)

All employees who have completed less than one (1) year of continuous service shall be entitled to vacation on the basis of one point two five (1.25) days per. month for each completed month of service.

All employees shall receive three (3) weeks' vacation after one (1) continuous year of service.

All employees shall receive four (4) weeks' vacation after three (3) continuous years of service.

All employees shall receive five (5) weeks' vacation after twelve (12) continuous years of service.

All employees shall receive six (6) weeks' vacation after twenty (20) continuous years of service.

All employees shall receive seven (7) weeks' vacation after twenty eight (28) continuous years of service.

20.02 Applies to Part-time Employees only

(a) Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each sixteen hundred and fifty (1650) hours worked.

A part-time Employee is entitled to a pro-rated unpaid leave of absence during the current vacation year, i.e., April 1st to March 31st, equal to their vacation pay on the following basis:

- 6% - 3 week entitlement
- 8% - 4 week entitlement
- 10% - 5 week entitlement
- 12% - 6 week entitlement
- 14% - 7 week entitlement

20.03 The vacation year is the fiscal year which commences April 1st and ends on March 31st.

Vacation requests must be provided in writing and the approved vacation shall be posted as follows:

Vacation Period:	Request Date:	Vacation approval posting date:
April 1 – September 30	January 15	February 15
October 1 – March 31	June 1	July 15

Vacation dates not requested in accordance with the above shall be provided on a first come first serve basis.

Employees shall have the ability to carry over one (1) week of vacation to the following vacation year at the discretion of the Department Head.

Note: Any past practices relating to vacation scheduling will be administered in accordance with Article 20.

20.04 In scheduling vacations, consideration will be given to the employee's wishes, seniority and the efficient operation of the Employer. The Employer is entitled to decide how many employees may leave on vacation at the same time. The Employer shall endeavour to give preference on the basis of the employee's seniority.

Employees requesting vacation during July and August must request no less than one (1) week and no more than three (3) weeks. Requests for single days off will be considered after vacation weeks have been assigned.

It is understood and agreed that where an employee is entitled to more than two (2) weeks' vacation, the Employer may require such employee to take their vacation in interrupted periods, if necessary. Vacation lists shall be posted no later than April 30th of the current vacation year.

Where the Employer determines that it can grant additional vacation time off in a vacation period, such additional time off shall be granted in order of seniority among the employees requesting such vacation.

For the Christmas scheduling period, scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during the Christmas period will be authorized only after Christmas and New Year's time off has been scheduled.

20.05 Illness during vacation

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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

20.06 Bereavement during vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 16.04.

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

20.07 Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of the effect of absence provisions.

20.08 Part-time employees shall be eligible for vacation time off based on the following formula:

$$\frac{\text{Hours Worked}}{1650} \times \text{vacation rate} = \text{time off}$$

20.09 Vacation pay shall be calculated according to Article 20.01 (ii) and paid bi-weekly.

ARTICLE 21 - SICK LEAVE

21.01 Full-Time Employees

The Employer will maintain the current sick leave plan of 2009. The Employer will continue to pay 100% of the cost/premium for full-time employees enrolled in the plan.

21.02 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one (1) complete tour or more may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved,

or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

21.03 Injury Pay

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

21.04 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

21.05 Self-Isolation

Employees who are absent from work due to illness shall receive sick pay in accordance with Article 21 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:

- (i) the employer's policy, and/or
- (ii) operation of law and/or
- (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

For clarity, a part-time employee required to quarantine would receive salary continuation, including percentage in lieu, for all regularly scheduled shifts that they are absent for due to the quarantine requirement.

ARTICLE 22 - HEALTH AND WELFARE

22.01 Pension Plan

All present full-time employees enrolled in the Healthcare of Ontario Pension Plan (the Plan) shall maintain their enrollment in the plan subject to its terms and conditions. New full-time employee's not yet eligible for

membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions. Part-time employees have the right to enroll into the Employer's pension plan subject to its terms and conditions.

22.02 Insured Benefits

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

Semi-Private – current plan

The Employer will pay 100% of the billed premium towards coverage of eligible employees in the active employment of the Employer under the Supplemental Employer Benefit Plan.

(a) Extended Health Care – current plan

The Employer will contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer, under the existing Extended Health Care Plan including biannual eye exam.

Effective April 1, 2015 increase vision care \$300 every 24 months.

(b) Dental Plan – Current Plan

The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Existing Dental Plan.

(c) Life Insurance/Accidental Death and Dismemberment.

The employer will continue to pay 80% of Life insurance premium and the employees will continue to pay 20%.

22.03 Benefits for Part-Time and Casual Employees

A part-time, casual or temporary employee not enrolled in the above benefit plans shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, save and except salary, vacation pay, standby

pay, callback pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) unless they are enrolled in HOOPP in which case, the FBA will be ten percent (10%) of his/her regular straight time hourly rate for all straight time hours paid.

It is understood and agreed that holiday pay is included in the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included in the percentage in lieu of fringe benefits.

Notwithstanding the above, an employee who is temporarily transferred or temporarily transfers from one employment status or position to another shall retain their status in their permanent position for the purpose of benefits administration and entitlement during such temporary assignment.

22.04 Upon request by the Union, the Employer shall provide to the Union the pertinent information of the benefit programmes contracted for and in effect for employees covered herein. The Employer may at any time substitute another carrier for any plan, provided the benefits conferred thereby are not decreased in total. Before making such substitution, the Employer shall notify the Union to explain the proposed change.

22.05 Employees who retire at age 55 or age 56 may maintain coverage in the Extended Health Care and Dental Plans, except long term disability, by making arrangements to pay the full benefit premium cost(s) for such plan(s) subject to the carrier's exclusions under the plan. Failure to provide payment will result in the discontinuance of coverage. The employee shall provide the employer with thirty (30) days written notification prior to retirement of their desire to maintain coverage.

Employees who retire between their fifty-seventh (57th) birthday and their sixty-fifth (65th) birthday may maintain coverage in the Extended Health Care and Dental Plans, except long term disability, by making arrangements to pay the fifty (50%) per cent of the premium cost(s) for such plan(s) subject to the carrier's exclusions under the plan. Failure to provide payment will result in the discontinuance of coverage. The employee shall provide the employer with thirty (30) days written notification prior to retirement of their desire to maintain coverage.

Extended Health Care benefits Dental and Semi Private Hospital Insurance will be extended to active full-time employees from the age of sixty-five (65) and up to the employee's seventieth (70th) birthday, on the basis of a 75/25 cost share.

22.06 The Employer may substitute another carrier for any of the foregoing plans. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

22.07 VOLUNTARY PART-TIME BENEFITS

- (a) The Employer agrees to provide regular part-time employees who regularly work a minimum of thirty (30) hours per pay period the opportunity of voluntary participation in group health and welfare benefit programs set out in Article 22 limited to any and all of the following: extended health; semi private; hospitalization; dental and voluntary life insurance. Life Insurance is restricted to an individual voluntary flat life insurance plan of ten thousand dollars (\$10,000). It is understood and agreed that the regular part-time employee who participates will assume one hundred percent (100%) of the monthly premiums.
- (b) Any regular part-time employee who participates will provide payment of the premiums through the payroll deduction process. If the regular part-time employee has no earnings or insufficient earnings in the pay period in which the premiums are normally deducted, the amount owing will be deducted from the subsequent pay. In the event that there are still insufficient earnings in the subsequent pay to cover one hundred percent (100%) of the premiums, the employee will provide the Employer with a cheque for the required amount. Failure to provide full payment within three (3) pay periods in accordance with this provision may result in discontinuation of benefits.
- (c) If a regular part-time employee's coverage under a spouse's or partner's health and dental coverage terminates the regular part-time employee will become eligible for coverage under CHEO's group benefit plan provided that he/she applies within thirty-one (31) days of the date that the coverage ended. The employee shall provide evidence to CHEO of the termination of coverage with his/her application to enroll.
- (d) If a regular part-time employee wishes to apply for coverage subsequent to the thirty-one (31) day period in (c) above he/she will be required to provide satisfactory evidence of insurability and to be qualified in accordance with that evidence.
- (e) The Employer will notify the Union of any change to the benefit costs to employees.
- (f) Part-time employees who are enrolled in benefits and in receipt of HOOPP benefits and who retire prior to the sixty-fifth (65th) birthday shall be provided with semi private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

ARTICLE 23 – JOB CLASSIFICATION

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

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

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.

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

23.02 A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 23.01 above.

ARTICLE 24 – WAGES

24.01 The regular straight time hourly rates are shown on Schedule “A” Wages.

24.02 Regular part-time and casual employees shall accumulate service for the purpose of progression on the wage grid to the basis of one (1) year for each sixteen hundred and fifty (1650) hours worked.

WAGE INCREASES

3.5% effective April 1, 2022 3.0%

effective April 1, 2023

3.0% effective April 1, 2024

The premium portion of overtime premium paid hours does not count towards the calculation of paid hours. For example, one (1) hour at premium pay is equal to one (1) hour paid for the purposes of this calculation.

Employees on pregnancy, parental or disability leave will be credited for hours in an amount equal to their accumulation of seniority during such leave.

24.03 In the event of an occurrence which renders the Employer unable to make payment by direct bank deposit, the Employer shall pay its employees by cheque within twenty-four (24) hours of the pay day.

Any omission on an employee’s regular pay due to an error on the part of the Employer to the amount of one (1) day’s pay or more shall be paid to the employee within one (1) business day of the employee notifying the payroll department of the error.

24.04 A claim for recent related experience, if any, shall be made on the appropriate documentation provided by the Employer at the time of hiring. The employee shall provide verification or previous experience, if requested by the Employer. The Employer shall credit the employee with one (1) increment on the salary scale for every year of recent, related full-time experience, as determined by the Employer.

Part-time employees shall have previous recent related experience calculated on the basis of sixteen-hundred and fifty (1650) hours worked, which is equal to one (1) year experience.

ARTICLE 25 – MISCELLANEOUS

25.01 Uniforms

The Employer agrees to provide, where required a minimum three (3) uniforms for full-time employees and three (3) uniforms for part-time employees, once per year.

The Employer agrees to provide, for Equipment Maintenance a minimum five (5) uniforms for full-time employees and three (3) uniforms for parttime employees, once per year no later than April 1st. For clarity, Equipment Maintenance refers to: Carpenter, Control Technician, Electrician, Millwright, Painter, Plumber, Refrigeration and Steamfitter.

The Employer shall provide a replacement uniform to an employee when it is damaged or becomes worn out from use such that the number of uniforms provided to employees as described above is maintained.

The Employer agrees to continue its current practices with respect to the provision of protective clothing and safety devices to employees including the provision of thermal outerwear for employees who are required to work outdoors. The Employer further agrees to meet through the Joint Health and Safety Committee to discuss the need for any protective clothing or safety equipment in addition to that, which the Employer is presently providing.

The Employer will provide based on departmental safety requirements and upon the immediate Supervisor's approval, protective footwear to a maximum of:

- (a) steel toe and shank shoe/boot
 - \$220 yearly for all employees

It is understood that the footwear is for work use only. The payment shall be payable upon proof of purchase.

- (b) The Employer shall provide all tools and equipment to employees required to perform their work and replace damaged or worn tools as may be required.
- (c) The Employer will provide a pager for an employee who is required to remain on standby.
- (d) Transportation Allowance.

In the event that an employee, who does not have access to a car or alternate acceptable transportation, is required to travel to the location of employment or return home as a result of reporting to or off work between the hours 24:00-06:00 hours, the Employer will pay reasonable taxi transportation costs. The employee must provide the Employer satisfactory proof of payment of the taxi fare.

- 25.02 Where computers are introduced into a workplace department and employees are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the employee involved.
- 25.03 Prior to effecting any changes in rules or policies, which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 25.04 Copies of this Collective Agreement, in both official languages, will be provided by the Union to employees covered by the Collective Agreement. The cost of translation and printing such copies shall be shared equally by the Employer and the Union.
- 25.05 Medical examinations, re-examinations and any test required under the *Public Hospitals Act* will be provided by the Employer in compliance with the Regulations. The employee may choose his/her personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.
- 25.06 Eligible mileage allowances will be paid in accordance with the Employer's Policy as amended from time to time.

Effective April 1, 2013, eligible mileage allowances will be paid at the rate of forty three cents (\$0.43) cents per kilometer or in accordance with the Hospital's Policy as amended from time to time, if it should be determined to be a greater amount. Any additional parking costs incurred as a result of an employee traveling to another site or work location to perform work for the Employer shall be paid by the Employer.

25.07 Technological Change

Technological changes 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.

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

The Employer agrees to discuss with the Union the effect of such changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employee's concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees, who are subject to layoff due to technological change, will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 14.01 will apply.

ARTICLE 26 - TERMINATION AND RENEWAL

26.01 Retroactive Pay

Retroactive payment, if any, will be paid to all employees who are employed on the date of ratification on the basis of hours paid. Retroactive payment will be provided within four (4) pay periods of the ratification of this Collective Agreement.

26.02 The Collective Agreement shall be in effect until **March 31, 2025** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of renewal or desire to amend the Agreement in accordance with Article 26.02 below.

26.03 Where either party desires to amend or renew this Agreement, it shall give notice to the other party only within the period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

SCHEDULE 'A' – WAGES

LIU 07

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	33.13	34.86	36.70	38.62	40.63
April 1, 2023	34.12	35.91	37.80	39.78	41.85
April 1, 2024	35.14	36.99	38.93	40.97	43.11

Controls Technician, Electrician, Millwright, Plumber, Program Associate, Refrigeration Technician, Steamfitter

LIU 06

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	30.08	31.70	33.34	35.08	36.94
April 1, 2023	30.98	32.65	34.34	36.13	38.05
April 1, 2024	31.91	33.63	35.37	37.21	39.19

Carpenter, Painter

LIU 05

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	27.34	28.77	30.32	31.92	33.55
April 1, 2023	28.16	29.63	31.23	32.88	34.56
April 1, 2024	29.00	30.52	32.17	33.87	35.60

Buyer, Chart Integrity Resource, Clerk 3, Cook, Front Shop Officer, Head Receiver, Project Officer, Research Assistant – CHEO

LIU 04

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	24.91	26.22	27.61	29.06	30.59
April 1, 2023	25.66	27.01	28.44	29.93	31.51
April 1, 2024	26.43	27.82	29.29	30.83	32.46

Administrative Assistant, Clinical Assistant, Contracts Officer (formerly Grants & Awards Officer), Scheduling, Statistics & Research Assistant

LIU 3.1

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	24.04	25.33	26.65	28.06	29.53
April 1, 2023	24.76	26.09	27.45	28.90	30.42
April 1, 2024	25.50	26.87	28.27	29.77	31.33

Medical Device Reprocessing Technician

LIU 03

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	23.81	25.08	26.40	27.79	29.26
April 1, 2023	24.52	25.83	27.19	28.62	30.14
April 1, 2024	25.26	26.60	28.01	29.48	31.04

Clerk 2, Inventory Control/Purchaser, Patient Service Clerk, Purchasing System Data Administrator, Supply Worker, Switchboard Operator/Receptionist, Youth Advisor, Team Assistant

LIU 02

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	22.59	23.79	25.06	26.37	27.77
April 1, 2023	23.27	24.50	25.81	27.16	28.60
April 1, 2024	23.97	25.24	26.58	27.97	29.46

Assistant Buyer, Clerk 1, Food Service Attendant, Gift Shop Attendant, Health Care Aide, Personal Care Attendant, Supply Worker (Mail)

LIU 01

Wage Rate	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2022	20.29	21.33	22.47	23.67	24.90
April 1, 2023	20.90	21.97	23.14	24.38	25.65
April 1, 2024	21.53	22.63	23.83	25.11	26.42


Environmental Services Attendant

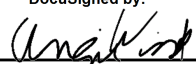
Letter of Understanding – Time off Between Shifts

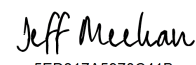
1. After the schedule has been posted, employees will have the opportunity to make themselves available for shifts even if it creates a period of less than twelve (12) hours in between their scheduled shifts.
2. If an employee makes themselves available for a shift with less than twelve (12) hours between scheduled shifts that employee waives his/her right to receive premium payment as per Article 17.03 c).
3. The Employer must call employees who have made themselves available as referred to in paragraphs 1 and 2, to offer the additional shift. Employees have the right to refuse the offer of an additional shift in accordance with Article 17.09.

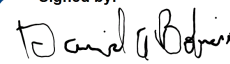
Dated this Day of November in Ottawa, Ontario.

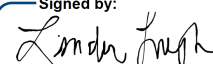
For the Union

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For the Employer

Signed by: 17-Sep-2024

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Letter of Understanding – Job Posting Process

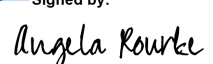
1. Notwithstanding the job posting process in Article 13.02 where a casual or regular part-time employee provides a written expression of interest in applying for a regular part-time point code, or an increased regular part-time point code, the Employer will appoint the senior qualified employee who has so indicated an interest. For clarity, this provision only applies to employees within the food services and environmental services departments.
2. Relevant, franchise or patient standards which may assist applicants in the job posting process will be available at work locations, however, candidates may also request the opportunity to review appropriate reference materials and/or manuals from the supervisor or manager prior to the interview on the employee’s own time.
3. The parties agree that the evaluation of skill, ability, experience and qualifications will not be based solely on an interview process.
4. To the extent that interviews are relied on, the questions will be based on relevant job knowledge information and material that is readily available to the applicants, when applicable. Situational and behavioural questions relevant to the responsibility to the position may be included.
5. As part of the debriefing process the Employer will offer unsuccessful candidates advice on how to improve their performance. This is to help ensure employees succeed in future job applications.


Dated this Day of November

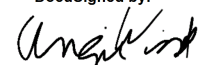
in Ottawa, Ontario.


For the Union

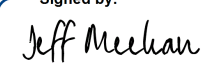
For the Employer


Signed by: 17-Sep-2024

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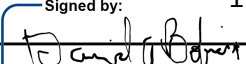
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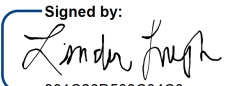
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Signed by: 17-Sep-2024

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Signed by: 17-Sep-2024

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Letter of Understanding – Union Communication


This letter serves as confirmation of access available to designated union officials of Labourers’ International Union of North America, LiUNA Local 3000:


1. The Chief Steward/Stewards of the Local will be permitted to use the Employer’s Electronic Mail System to communicate messages related to Union business. Examples of messages include notification of union meetings and other messages intended for wide-distribution relating to union business. These messages/notices must be sent to the Manager of Labour Relations or designate for approval prior to distributing via the Employer’s email system. Such requests for e-mail distribution will not be unreasonably withheld.
2. The Union will provide the Employer with a locking “LiUNA mail box” which will be used for receipt of Union correspondence from their members and/or the Employer as required. This shall be located in a mutually satisfactory area and will be the union’s responsibility to maintain.
3. The Chief Steward/Stewards of the Local will have access to room bookings through the Employer’s electronic booking system. Meeting rooms may be used for union meetings or meetings with a grievor(s) when necessary to hold such meetings on the Employer premises. Availability will be subject to the usual Employer rules regarding priorities, which includes cancelling room bookings due to operational needs.


Dated this Day of November


in Ottawa, Ontario.

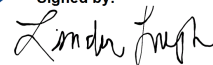
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Letter of Understanding – Part-time Vacation Tracking and Banking

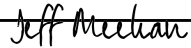
1. The Parties agree to meet within ninety (90) days of the ratification of the Collective Agreement to explore the terms and conditions that will apply for part-time employees' vacation tracking and banking.
2. Issues to be considered by the parties will include the appropriate calculation of vacation time off and the tracking of vacation time off.

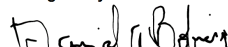
Dated this Day of November in Ottawa, Ontario.

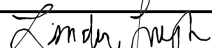
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LETTER OF UNDERSTANDING

BETWEEN

**THE CHILDREN'S HOSPITAL OF EASTERN ONTARIO AND THE OTTAWA
CHILDREN'S TREATMENT CENTRE**

(the "Employer")

AND

LIUNA LOCAL 3000

(the "Union")

Re: PT weekend availability and scheduling - Articles 17.05 (a) & (c) and 17.08 (a) & (c)

WHEREAS Articles 17.05 (c) and 17.08 (b) provides for when an employee will receive premium pay (time and one half) for work on a weekend;

AND WHEREAS Articles 17.05 and 17.08 provides for the required availability for part-time staff members, including the requirement that they be available to work one weekend in two at Articles 17.05 (a) (iii) and 17.08 (a) (iii);

AND WHEREAS all part-time staff who are regularly required to work weekends have regularly scheduled weekends off;

AND WHEREAS the parties have engaged in discussions regarding Article 17.05, and in particular, Article 17.05 (c) (ii) and Article 17.08 (b) (ii) wish to clarify the interpretation of such article;


NOW THEREFORE the Parties agree as follows;

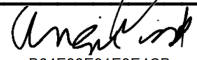
1. Prior to the posting of the rotation, part-time employees who indicate availability for weekend work in the Employee Self Service scheduling system (ESS) may be scheduled for such work at a non-premium rate.
2. After the posting of the rotation, part-time employees who make themselves available for weekend work on their weekend scheduled off, shall be entitled to premium pay if scheduled for weekend work in excess of the availability requirements as set out in Articles 17.05 (a) iii and 17.08 (a) iii.


3. This Letter of Understanding shall remain in effect for the duration of the current collective agreement. It will thereafter expire alongside the current collective agreement unless expressly renewed and incorporated into the next collective agreement.


Signed this ____ day of _____, 2024.

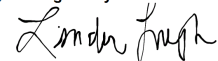
On behalf of the Union

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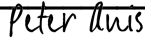
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