

# **COLLECTIVE AGREEMENT**

Between

**CHATHAM-KENT HEALTH ALLIANCE**

And



**LOCAL 2458**

**DURATION: APRIL 1, 2022 – MARCH 31, 2024**

# **COLLECTIVE AGREEMENT**

Between

**CHATHAM-KENT HEALTH ALLIANCE**  
**(hereinafter referred to as "the Employer")**

and

**UNIFOR AND ITS LOCAL 2458,**  
**(hereinafter referred to as "the Union")**

**DURATION: APRIL 1, 2022 – MARCH 31, 2024**

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## COLLECTIVE AGREEMENT

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### ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work for all employees within the Bargaining Unit.

### ARTICLE 2 - RECOGNITION AND COVERAGE

- 2.01 The Chatham-Kent Health Alliance recognizes the Union as the sole bargaining agent for all service employees at the Chatham-Kent Health Alliance employed in the Municipality of Chatham-Kent, save and except professional medical staff, graduate nursing staff, undergraduate nursing staff, paramedical staff, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, office and clerical staff, chief engineer and positions included in any another bargaining unit.

For the purposes of clarity, the service unit includes ward clerks and rehab assistants.

2.02

- a. Full-time employees defined for the purpose of this collective agreement shall mean persons regularly scheduled for thirty-seven and one half (37½) hours per week.
- b. Part-time employees defined for the purpose of this collective agreement shall mean persons regularly scheduled for not more than **forty-five (45) hours biweekly**.

It may be convenient to schedule part-time employees to work over and above their normal hours. Where these employees are scheduled as vacation replacement and work more **than twenty-three (23) forty-five (45) hours biweekly**, they will not be considered members of the full-time group.

When the part time employee is regularly scheduled more than ~~twenty-three (23)~~ **forty-five (45)** hours ~~biweekly~~ for a period of ~~six (6) months~~ **four (4) consecutive months** or more the union may request an evaluation as to whether a full time posting is required excluding time worked for temporary absences due to sick leave, Long Term Disability (LTD), Workplace Safety & Insurance Board (WSIB), approved Leave of Absence (LOA), Parental Leave of Absence (PLOA), Maternity Leave of Absence (MLOA) and during the vacation period from May 15th to September 15th.

- c. A casual part-time employee has no scheduled shifts and is only available for call-in work. Students are employees who are enrolled in full-time studies and work only during the summer vacation period.

2.03 The words "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless expressly provided otherwise.

2.04 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides and vice versa.

### **ARTICLE 3 - RELATIONSHIP**

3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or lack of membership in the Union or because of **their** activity or lack of activity in the Union.

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

3.03 Violation of this Article shall render any employee liable to discipline or dismissal.

## **ARTICLE 4 - UNION SECURITY**

**4.01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:**

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.**
- (b) Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.**
- (c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.**
- (d) Union dues will be deducted from the employee's pay each pay period and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the 20th day of the following month.**
- (e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.**
- (f) The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.**
- (g) The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.**
- (h) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, and rate of pay.**
- (i) The Hospital will provide a list of employees and their addresses, rate of pay, date of hire each quarter to the Union.**

**4.02 The record referred to in Subsection 4.01 above, shall include the names of employees from whose pay deductions were not made.**

## **ARTICLE 5 - MANAGEMENT FUNCTIONS**

- 5.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a. maintain order, discipline and efficiency;
  - b. hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee who has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - c. establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
  - d. generally to manage and operate the Hospital in all respects in accordance with its obligations, commitments and responsibilities including the right to determine all matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- 5.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 5.03 The Union further recognizes the right of the Employer to operate, manage and direct its business in all respects in accordance with the obligations and interests and in the interests of its patients, service to them and the welfare of the community at large, and to make and alter from time-to-time rules and regulations to be observed by employees, which rules and regulations to be observed by employees will not be inconsistent with the provisions of this Agreement.

## **ARTICLE 6 - REPRESENTATION**

- 6.01 The Employer will recognize twelve Committeepersons plus one Chairperson. These Committeepersons will make up the grievance committee. Not more than three (3) members will be present at any

grievance meeting with the Employer. No more than one (1) Committeeperson will be absent from any one unit/department at any one time. The Chairperson is exempt from the limitation of one Committeeperson/department when another Committeeperson is the grievor. Employees will not be eligible to serve as members of the Grievance Committee unless they have at least twelve (12) month's seniority. **The bargaining committee will be elected from the 12 stewards.**

**The Employer acknowledges the right of the Union to appoint from the representatives, two (2) Committeepersons from amongst the part time employees to represent part time employees.**

- 6.02 The Employer will recognize a Negotiating Committee composed of **six (6) employees, no less than two (2) part-time**, selected and designated by the Union and such other Union representatives (non-employees) as the Union may designate. Not more than one (1) employee will be absent from any one department/unit at any time, excluding the Chairperson. The Employer reserves the right to deny a request for leave due to patient care emergencies.
- 6.03 **The Union acknowledges that the Committee persons and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor for absences of reasonable duration for this purpose will not be unreasonably withheld.**

**In accordance with this understanding, any such employee shall not suffer loss of pay while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours.**

- 6.04 The Union will keep the Employer notified in writing of the names of its currently authorized members of the Grievance Committee and the Negotiating Committee.

The Employer agrees to supply the **Chairperson** and the Union with the names of Department Heads and Supervisors in Departments at the Chatham-Kent Health Alliance in January of each year.

- 6.05 The Employer agrees to compensate members of the Negotiating Committee for time lost from their work for attending meetings between the Employer and the Union which are held for the purposes of negotiating a new Collective Bargaining Agreement between the Parties hereto; provided that such compensation will only be made or paid in respect of such meetings up to and including conciliation and in respect of such meetings relating to negotiation of said Collective Bargaining Agreements subsequent to the within Agreement.
- 6.06 **The Union will inform the Employer in writing of the names of Committeepersons and the name of the Chairperson, and any changes therein. The Employer agrees to furnish the Union with the names and any changes therein, of its Managers and those ranking above Manager.**
- 6.07 **The Union may submit to the Employer the name of the alternate for the Chairperson, when the Chairperson is off work, to act on his/her behalf.**
- 6.08
- a. An employee is entitled, if **they** so request to have a Steward attend with **them** at any meeting with supervisors or representatives of management that is likely to result in any disciplinary action on the part of the Employer or the creation of any disciplinary record for the employee.
  - b. **Letters of Reprimand and access to Files** – Each employee shall have reasonable access to **their** file for the purpose of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. An employee is entitled to place a written response to letters of counselling in **their** file. A copy of the following documents will be provided to the employee upon request:
    - i. Application form

- ii. Written warnings and evaluations
- iii. Incident reports
- iv. Occupational Health and Safety Department's employee file, provided it is reviewed on site and in the presence of the Director of Occupational Health and Safety or designate.

All discipline will be removed from an employee's file after eighteen (18) months provided the employee has been discipline free. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards the period referenced above.

- 6.09 As part of the regular orientation day for new employees, the Employer **provide the Union of the names, departments, classification, status and hospital email of the new employees.**

**The Union will supply the Employer with new hire welcome packages, to be distributed during new hire orientation.**

- 6.10 The Employer agrees to provide an office with a phone (Union to pay long distance charges), desk, chair, and filing cabinet. The Employer further agrees to provide the **Chairperson** with paid leave of **thirty (30)** hours per month to be taken in increments of full shifts at a mutually agreed upon time between 0700 hours Monday and 2300 hours Friday, for the purpose of conducting the affairs of the bargaining unit. Such time cannot be accumulated and must be taken each month and cannot be banked as lieu time off with pay.

6.11 **Labour-Management**

A Labour-Management meeting will be scheduled on a regular monthly basis, provided either party provides an agenda three (3) days prior to the meeting. Rotating chairs will be the **Chairperson/Union Representative** and Vice-President of Human Resources or delegate. Attendance is limited to **four (4)** members of each party and off-shift Union representatives shall be paid for time attending the meeting. Not more than one (1) member will be absent from any one unit/department at any time. **The National Representative and or the Local Representative may attend.**

## **Staff Planning Committee**

- a. With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final process.
- b. It shall be the function of the Labour-Management Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:
  - Identifying and proposing possible alternatives to any action that the employer may propose taking,
  - Identifying and seeking ways to address the retraining needs of employees,
  - Identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify of such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Meetings of the committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

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

**Accountability** - The Committee shall submit its written recommendations to the Director of Human Resources.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the other provision of this agreement.

## ARTICLE 7 - NO STRIKE, NO LOCKOUT

### 7.01

- a. During the term of this Agreement, the Employer will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.
- b. The definition of the terms "lockout" and "strike" as used in Section (a) above, shall be in accordance with The *Labour Relations Act* (LRA) Chapter 228 and amendments thereto.

## ARTICLE 8 - SENIORITY

8.01 **Full Time** - An employee will be on probation until **they have** completed **three (3)** months continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with **three (3)** months' seniority.

### 8.02

- a. **Part Time** - Seniority shall include only service in the bargaining unit as defined in Article 2.01 and shall be calculated on the basis of all hours worked.

An employee will be on probation until **they have** completed **five hundred and twenty-five (525)** hours of duty within any twelve (12) month period following **their** last date of hire as a part time employee by the Employer. Upon completion of such probationary period, the employee's name will be placed upon the seniority list and **they** will be credited with **five hundred and twenty-five (525)** hours.

- b. Seniority for part-time employees shall accrue during absences for which WSIB benefits are received, or absences due to illness or injury which last more than thirty (30) consecutive calendar days. The rate of accumulation shall be based on the employee's normal weekly hours paid over the preceding twenty-six (26) qualifying weeks of work. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

8.03 **Part Time** - No part time employee will be scheduled to work as regular part time at more than one site, resulting in full time hours. Employees will not be scheduled in more than one bargaining unit without discussion with the union.

8.04 **Part Time**

- a. A regular part time employee is an employee who is regularly scheduled to work not more than an average of **forty-five (45)** hours **biweekly**, is scheduled a predetermined number of regular part time shifts and will be available to work a minimum average of **forty-five (45)** hours **biweekly**.
- b. A casual employee is an employee who will work on a call-in basis with no predetermined scheduled shifts.
- c.
  - i. Summer students may be hired solely for the purposes of providing vacation relief for employees during the summer months.
  - ii. Summer student means a student hired for the summer months who is actively pursuing a degree, diploma, or certification program at an educational institution.  
  
Summer months are defined as the period from May 15th to September 15th and students will not be utilized outside of this period.
  - iii. The rate of pay will be in accordance with Schedule "A"

- iv. Summer students are not entitled to any other provisions of the collective agreement.

8.05 With the written consent of the Employer, the probationary employee, and the **Chairperson**, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional two (2) months' continuous employment and, where requested, the Employer will advise the employee and the Union of the basis of such requested extension.

8.06

- a. Where a part time employee has completed the probationary period and then transfers to a full time position via the job postings procedure, the employee will be considered to be serving a trial period during the first sixty (60) continuous working days spent in the new position. If the employee is unable to perform the duties/requirements of the new position satisfactorily, they will be offered the opportunity to return to their previous position. An employee may elect to return to their previous position within the same sixty (60) day period subject to the agreement of the employer. If the employee returns, they will not lose seniority previously accrued and will be credit with seniority through the sixty (60) day period. All other terms and provisions of the Collective Agreement respecting benefits and seniority will remain in effect.
- b. In the event that a full time employee becomes a part time employee, via the job posting procedure, such employee's name will be removed from the full time employee's seniority list and will be added to the part time seniority list. Such employees shall carry with them all accumulated seniority to the date of becoming a part time employee. In calculating accumulated seniority, one (1) year's continuous service shall equal sixteen hundred (1600) hours worked.
- c. In the event that a part time employee becomes a full-time employee, such employee's name will be removed from the part

time seniority list and will be added to the full-time seniority list. Such employee will be credited with all accumulated seniority to the date of becoming a full-time employee in accordance with the following formula:

Number of hours worked since last date of hire

1600

equals years of full time and continuous service.

(This conversion became effective June 18, 1999)

## 8.07

### a. **Seniority Lists**

An up-to-date copy of the full time and part time seniority lists shall be posted on the appropriate bulletin board four (4) times per year – January 15, April 15, July 15, and October 15. The Employer agrees to provide the Union a copy of the full time and part time seniority lists in conjunction with the above noted dates.

- b. Seniority lists and layoff and recall rights for Full Time Employees will be separate from seniority lists and layoff and recall rights for Part Time employees.
- c. Casual part time employees shall be identified as such and separate from the regular part time seniority list.
- d. Seniority date cannot exceed date of hire.

## 8.08 **Transfer Outside of the Bargaining Unit**

No employee shall be transferred out of the bargaining unit without **their** written consent. Upon posting out of the bargaining unit, the employee shall have the right to choose to return to **their** former bargaining unit position or if the employee's services are not satisfactory in the new unit, area, or classification, and it is decided to return the employee to **their** former position within forty-five (45) calendar days of the date of the transfer, **their** seniority rights and privileges which **they** enjoyed at the date of the transfer in the

department from which **they** originally transferred shall revert and apply.

- a. **Temporary Transfers:** A temporary transfer outside the bargaining unit is a transfer for a period of eighteen (18) months or less, unless otherwise agreed by the parties. An employee temporarily transferred outside of the bargaining unit shall retain **their** bargaining unit seniority at the time of the transfer but shall not further accumulate seniority while outside of the bargaining unit. At the conclusion of the temporary transfer, the employee shall be entitled to return to the bargaining unit position **they** left, at the wage grid level **they were** on at the time of the transfer, and shall then resume seniority accumulation.
- b. **Permanent Transfers:** Where an employee accepts a permanent transfer outside of the bargaining unit, **their** seniority at the time of the transfer shall be retained, but no further seniority in this bargaining unit shall be accumulated while the employee is outside the bargaining unit. While **they are** outside of the bargaining unit, the employee shall not use **their** seniority within the bargaining unit for the purposes of posting into or displacing within this bargaining unit. If **they** return to this bargaining unit, **their** seniority in this bargaining unit shall be credited to **them** upon **their** return, and **they** shall be placed on the wage grid according to **their** seniority in the bargaining unit.

## **ARTICLE 9 - LAY-OFF AND RECALL**

- 9.01 Planned temporary closures of any part of the Employer's facilities which is not anticipated to exceed three (3) calendar months in length shall be administered as follows (closures could be one (1) month to three (3) months in length but in no event would exceed a maximum of three (3) months in any twelve (12) month period):
- a. The Union shall be notified thirty (30) calendar days in advance.
  - b. Affected employees shall be notified thirty (30) calendar days in advance and by seniority and qualifications will be:
    - i. re-assigned to other areas, if work available
    - ii. allowed to apply for vacation

- iii. allowed to apply for unpaid leave of absences
- iv. laid off

## 9.02 Notice of Lay-off

In the event of issuing a notice of a permanent or long-term layoff resulting in an individual(s) losing employment, the following provisions will apply. (For clarification, this means that the employee has been laid off from employment or the employee has received notice of layoff or is in a position that has been identified as being surplus or redundant)

- a. In the event of a proposed lay-off at the Employer of a permanent nature within the bargaining unit, the Employer shall:
  - i. provide the Union with no less than five (5) months' written notice of the proposed lay-off; and
  - ii. provide to the affected employee(s), if any, no less than four (4) months' written notice of lay-off or pay in lieu thereof. For part time employees, pay in lieu of will be determined on the basis of their average straight time hourly rate during the last week of work, times the average hours over the last fifty-two (52) weeks, times the number of weeks' pay in lieu of.
  - iii. If a position becomes available within a classification, within the unit/department where a notice of layoff has been issued, within the four (4) month period, an employee who is on notice of lay-off from that classification within that unit/department, that employee shall be recalled into the classification within that unit/department. If the position becomes available when no one is on their four (4) month notice period or layoff, the position will be posted.

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

- b. Meet with the Union through the Labour Management Committee to review the following:
  - i. The reasons causing the lay-off.
  - ii. The method of implementation including the areas of cutback and employees to be laid off.
  - iii. The service the Employer will undertake after the lay-off.
- c. Such notice will be handed to the employee or, in the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

9.03 In the event of a substantial bed cutback or cutback in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the bed cutback or cutback in service, any realignment of service or staff and its effect on employees in the bargaining unit.

9.04 In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification on the unit/department based on the employees' seniority as of the last pay period before notice of layoff is provided. No full-time employee within the bargaining unit will be laid off as a result of all of **their** hours being assigned to one (1) or more part time employees without agreement from the Union. Probationary and/or temporary employees will be laid off first.

9.05

- a. An employee who is subject to lay-off (as provided in Article 9.02) shall have the right to either:
  - i. accept the lay-off and be placed on a recall list for twenty-four (24) months; or
  - ii. displace an employee who has lesser bargaining unit seniority if the employee originally subject to layoff has the basic skill, ability and qualifications for the position, or will

have obtained the necessary qualifications by the date of layoff, and can perform the duties without training other than orientation. Such employee so displaced shall be laid off and will themselves be entitled to utilize this procedure.

- iii. in the event that there are no employees with lessor seniority in a lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lessor seniority, who is the least senior employee in a classification, provided **they have** the basic skill, ability and qualifications for the position or will have obtained the necessary qualifications by the date of layoff, and can perform the duties without training other than orientation. Such employee so displaced will be laid off and will have the right to displace the least senior employee in the bargaining unit.
- iv. If a full time employee does not have an option to displace a regular full time employee within their classification, they will have the option to displace a regular part time employee in the department in which the layoff occurred and become a part time employee and be covered under the part time provisions of this agreement. Should the employee opt to displace to part time under this Article they would have the right to revert to their original full time position if it becomes available within a six (6) month period following their date of transfer to part time.

Regular part time employees will have the option to revert to casual part time status in the unit/department in which the layoff occurred and become casual part time provided they have no rights to exercise within their own classification. Should an employee opt to revert to casual part time under this Article they will revert to their original regular part time position if it becomes available within a six (6) month period following their date of transfer to casual part time.

- v. If a RPN is issued a notice of layoff and has been re-assigned at least six (6) times to one (1) unit within the last twelve (12) months for a minimum of four (4) hours per assignment and carried a patient assignment while re-

assigned, they shall be considered to have the basic skills, abilities and qualifications to displace into that unit provided they possess the appropriate seniority to do so.

- b. The decision of the employee to choose any of the above options shall be given in writing to the designated Employer representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to respond will be deemed to have accepted lay-off.

9.06 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on **their** service and experience with the Employer.

9.07 Full time employees on lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. A full-time employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

9.08 An employee shall have two opportunities of recall from a lay-off to an available opening, in order of seniority, provided **they have** the basic skill, ability and qualifications for the position. Vacancies will first be filled via the job posting procedure. The final vacant position will be the position into which an employee is recalled.

An opportunity of recall from a lay off shall be limited to two (2) recalls (provided the employee has the basic skill, ability, and qualifications for the position). Should the employee not accept the recall they will be deemed terminated.

All employees on lay off will have the opportunity to apply for any vacancies that occur.

An employee shall have the opportunity of recall to a position for which they have the basic skill, ability, and qualifications to perform the work, either at a higher paying classification or a lower or identical paying classification.

Notwithstanding the clarification set out in Article 9.02, the parties agree that Article 9.08 is applicable only to employees whose layoff has taken effect.

- 9.09 An employee recalled to work in a different classification from which **they were** laid off shall have the privilege of returning to the position **they** held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 9.10 No new bargaining unit employee shall be hired until all those laid off have been given an opportunity to return to work and/or have failed to notify the Employer of their intention to do so, in accordance with Article 9.12 below, or have been found unable to perform the work available.
- 9.11 It is the sole responsibility of the employee who has been laid off to notify the Employer of **their** intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid Holidays) after being notified to do so by telephone and confirmed by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Employer.
- 9.12 Where the employee fails to notify the Employer of **their** intention to return to work in accordance with the provisions of Article 9.11, **they** shall lose all seniority and be deemed to have quit the employ of the Employer.
- 9.13 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- 9.14 The **Chairperson** shall be the last bargaining unit employee subject to lay-off if there is work available for which **they are** qualified to perform.

## **SEVERANCE AND RETIREMENT OPTIONS**

### **9.15 Full Time Severance Option**

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) month's service with the Employer who has received notice of layoff of a permanent or indefinite nature may resign, forfeiting the right to notice. The employee will provide the Employer at least two (2) weeks' working notice. Such employee will receive the balance of the notice as severance pay.

#### **9.16 Part Time Severance Option**

If an employee resigns within thirty (30) calendar days of the notice of lay off the employee will be paid two (2) weeks' pay for each year of continuous service to a maximum of twelve (12) weeks. The payout will be determined on the basis of the employee's hours averaged over the last fifty-two (52) weeks times the straight time hourly rate (excludes vacation pay, pay in lieu of benefits, shift premium, weekend premium, maternity supplemental unemployment benefit, uniform and meal allowance) The employee will provide the Employer at least two (2) weeks' working notice.

**NOTE:** The Employer will offer an employee a retirement option as provided below, in order to avoid potential layoffs in the unit, department or classification.

#### **9.17 An employee who has completed one year of service and:**

- a. whose layoff is permanent; or
- b. who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either Article 9.15 or 9.16 will be entitled to severance pay equal to the greater of two (2) weeks' pay or two weeks' pay per year of service to a maximum of twenty-six (26) weeks' pay for a full time employee and based upon the average hours calculated as in 9.16 for a part time employee.

This entitlement will not be in addition to any entitlement to severance pay under *Employment Standards Act* (ESA), but at the same time, will not preclude an employee from claiming any greater entitlement which that act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while their recall rights are still in effect. Once an employee does opt to receive the severance payment, they will be deemed to have resigned, and their recall rights will be extinguished.

## **RETIREMENT OPTION**

9.18 Before issuing notice of long-term layoff pursuant to Article 9.02a.ii and following notice pursuant to Article 9.02a.i, the Hospital will make offers of early retirement allowance in accordance with the following conditions:

- a. The Hospital will first make offers in order of seniority in the unit(s)/department(s) and in classifications where layoffs would otherwise occur.

The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.

- b. The Hospital will make offers to employees eligible for early retirement under the Healthcare of Ontario Pension Plan (HOOPP) (including regular part time, if applicable, whether or not they participate in the Hospital pension plan).
- c. If an employee on the unit/department referred to in (a) above does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible employees in the unit/department where an employee who has been notified of long term layoff elects to displace in accordance with Article 9.05, and one subsequent displacement, the Hospital is not required to offer early retirement allowance in accordance with this provision or any subsequent displacements, i.e. the offer shall follow the displaced employee to a maximum of two displacements.
- d. The number of early retirements the Hospital 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 one (1) week's salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

\*The Hospital shall calculate a week's salary for part time employees using the same averaging calculation used for SUB of 26 weeks immediately prior to date of retirement (excluding % in lieu of benefits and vacation pay).

## **ARTICLE 10 - WORK OF THE BARGAINING UNIT**

- 10.01 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 other than casual part time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

**On request by the Union, the Hospital, along with a representative of the Union, will undertake to review contracted services which fall within the work of the Bargaining Unit. This would include ongoing contracts but not include time limited projects or incidental projects/services in the future.**

**The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future.**

## **ARTICLE 11 - LOSS OF SERVICE/SENIORITY**

- 11.01 An employee shall lose all seniority if he:
- a. voluntarily leaves the employ of the Employer;
  - b. is discharged and is not reinstated through the grievance procedure or arbitration procedure;
  - c. is laid off for a period of six (6) months or for a period equal to the employee's seniority whichever is greater, for an employee with less than two (2) year's seniority. For an employee with more than two (2) years seniority who is laid off for a period in excess of thirty (30) months.

- d. is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- e. fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- f. fails to return to work within ten (10) working days after being recalled from layoff by telephone and confirmed by registered mail unless an explanation satisfactory to the Employer is given by the employee;
- g. employee is absent due to illness or disability, which absence continue for thirty (30) months for an employee with two (2) or more year's seniority and for an employee with less than two (2) years of seniority, it will be the greater of six (6) months or equal to **their** seniority.

NOTE: This clause will be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code (OHRC)*.

- h. casual part time employees who have not worked in a six (6) month period shall be deemed terminated provided that they have been offered the opportunity to work. For the purposes of this Article, education, orientation, or sick days are not counted as a shift worked. Employees will be notified thirty (30) days in advance.

**NOTE:** This clause will be interpreted in a manner consistent with the provisions of *The Ontario Human Rights Code (OHRC)*.

- 11.02 It shall be the duty of the employee to notify the Employer promptly of any change of address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

## ARTICLE 12 - HOURS OF WORK

- 12.01 The standard workday for all full-time employees will consist of seven and one half (7½) hours excluding the unpaid meal period. The standard work week for all full time employees will average thirty

seven and one half (37½) hours per week over a period scheduled by the Employer (which in the case of Nursing employees will not exceed eight (8) weeks, and which, in the case of all other employees in the Bargaining Unit will not exceed three (3) weeks) provided however, that this does not constitute a guarantee as the hours of work per day nor as the days of work per week.

All employees required by the employer to carry a pager and who are required to respond and report immediately and are unable to take a meal period during their shift shall receive regular pay for their meal periods while carrying the pager.

Applicable to RPNs only – It being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 12.03.

#### **12.02 Part Time**

- a. The standard work day for all part time employees will consist of seven and one half (7½) hours excluding the unpaid meal period or such lesser shifts as the Employer may designate provided however that this does not constitute a guarantee as to the hours of work per day, nor as to the days per week, nor to working schedules.
- b. Employees shall not be scheduled or shall not be called into work for shifts of less than four (4) hours.

Applicable to RPNs only – It being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 12.03.

#### **12.03 Overtime Pay**

Overtime pay is defined as one and one half (1½) times the straight time hourly rate and shall be paid under the following conditions:

- a. Must be authorized by the supervisor or charge nurse, Call-ins constitute such authorization for the employee called in to work provided one of the criteria set out in b) or c) below are met.
- b. Full time employees shall receive overtime pay for all work performed:
  - i. in excess of seven and one half (7½) hours per day, except where elsewhere amended specifically.
  - ii. in excess of thirty-seven and one half (37½) hours per week;
  - iii. on a scheduled day off (other than a voluntary at the employee's request);
  - iv. within the minimum numbers of hours off between shifts as defined by the Collective Agreement in 13.02i;
  - v. in excess of **six (6)** consecutive scheduled days;
  - vi. on the third and subsequent consecutive scheduled weekend;
  - vii. on a statutory holiday as outlined in Article 18.01b.
  - viii. in excess of an eleven and one-quarter (11¼) hour shift in a unit/department/classification where extended tours are present.
- c. part time Employees shall receive overtime pay for all work performed:
  - i. in excess of seven and one half (7½) hours per day, except where elsewhere amended specifically;
  - ii. in excess of thirty-seven and one half (37½) scheduled hours per week;

- iii. within the specified minimum number of hours off between shifts as defined by the Collective Agreement in Article 13.03b viii.
  - iv. on a statutory holiday as outlined in Article 18.01b.
  - v. in excess of an eleven and one-quarter (11¼) hour shift in a unit/department/classification where extended tours are present.
- d. Where a full time employee requests time off in lieu of overtime pay, such time will only be allowed to accrue to a maximum of **forty-five (45)** hours for a maximum period of six (6) months and will be taken at a mutually agreeable time with the Employer and the Employee. If a mutually agreeable time cannot be accommodated, or the employee does not request payment within the six (6) month period, the employee will be paid on the following pay for any lieu time that is more than six (6) months old and does not exceed **forty-five (45)** hours. The employee may opt to have the entire lieu bank paid out on any regular pay within the six (6) month period not exceeding **forty-five (45)** hours. The employee must make written request to their manager or delegate by Thursday, 3:00 pm prior to the end of the pay period in order to receive payment.
- e. Where an employee is required to work authorized overtime in excess of **their** regularly scheduled hours on a paid holiday (but not including hours of a subsequent regularly scheduled shift), such employee will receive two (2) time **their** regular straight time rate for such additional authorized overtime.

## 12.04 Lunch and Rest Periods

- a. All employees are entitled to rest periods as follows:
- i. four (4) hour shift = one (1) fifteen (15) minute rest period = four (4) hours pay
  - ii. five (5) hour shift = one (1) fifteen (15) minute rest period = five (5) hours pay
  - iii. shifts in excess of five and one half (5½) hours or more, but less than eight (8) = one half (½) hour unpaid lunch period

and one (1) fifteen (15) minute rest period = half ( $\frac{1}{2}$ ) hour less pay than the scheduled hours

- iv. eight (8) hour shift = two (2) fifteen (15) minute rest periods and one half ( $\frac{1}{2}$ ) hour unpaid lunch period = seven and one half ( $7\frac{1}{2}$ ) hours pay
- v. twelve (12) hour shift = forty-five (45) minutes unpaid break time and a forty-five (45) minute paid mealtime = eleven and one quarter ( $11\frac{1}{4}$ ) hours of pay.

Rest periods are without reduction in pay and without increasing regular working hours. Lunch periods are without pay.

- b. Where an employee is held over and required to work more than two (2) hours beyond the standard work day or the extended tour workday, **they** shall receive a meal voucher or, when the cafeteria is closed, a meal allowance in the amount of six dollars (\$6.00) per meal providing such meal is actually taken. An employee so held over shall be entitled to a further meal or payment in lieu thereof on the same basis for each completed subsequent four (4) hour period thereafter.

12.05 The term "weekend" shall include Saturday and Sunday.

12.06 **Standard Time/Daylight Saving Time**

Notwithstanding any other provision in the Collective Agreement, employees working the shift in the fall which is lengthened by one (1) hour because of the change to Standard Time from Daylight Saving Time shall be paid at their regular straight time hourly rate for that additional hour.

Employees working the shift in the spring which is shortened by one (1) hour because of the change to Daylight Saving Time shall be paid for the actual hours worked.

**Weekends**

The weekend commences on Friday at 11:00 pm and ends on Sunday at 11:00 pm.

- 12.07 It is acknowledged that during the period May 1st to September 30th, it may be convenient to schedule part time employees to work hours over and above their normal hours. Where these employees are scheduled as vacation replacements, and work more than twenty-two and one half (22½) hours per week in that period, they will not be considered full time employees.

## **ARTICLE 13 - SCHEDULING**

### **13.01 Posting of Schedules**

The Employer agrees to post a schedule four (4) weeks in advance to cover a four (4) week period. **Any schedule due to be posted between December 25 and January 1 will be posted by December 22.** It shall be the responsibility of the employee to consult their current work schedule before going off duty and to notify their manager of an error on the schedule once they become aware of that error. An employee shall not be scheduled to work three (3) different shifts (Day, Evening, Nights) in any one (1) week period (Sunday to Sunday) unless they agree otherwise in writing.

### **13.02 Full Time Scheduling**

Regular Full Time Employees will be scheduled according to the following:

- i. Where full time employees are required to rotate on the day, evening, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of sixteen (16) hours between the end of one shift and the start of the following shift. Premium pay in this Article will not apply where an employee requests a change of shift.
- ii. Full time positions shall be comprised of thirty-seven and one-half (37 ½) scheduled hours per week or, in the case of Extended Tours, an average of thirty-seven and one-half (37 ½) hours as described in Article 13.11.
- iii. Full time employees shall not be scheduled for more than one (1) weekend in two (2).
- iv. It shall be the responsibility of the Employer to notify an employee of any change in their schedule. Any change

made with less than twenty-four (24) hours' notice shall mean the employee concerned will receive time and one half (1 ½) their normal rate of pay for all hours worked on the changed shift.

- v. The Employer will notify and discuss with the Union any impending changes to the Master Rotations.
- vi. **The Employer will notify the Union where a permanent change effects multiple job routines.**

### 13.03 Part Time Scheduling

#### a. Regular Part Time Commitment

A regular part-time employee is defined as an employee who is scheduled on the following conditions:

- i. Is available on their unit/department for at least forty-five (45) hours per biweekly pay period;
- ii. The hospital will **make every attempt** to schedule at least one (1) weekend off in two (2) or two (2) weekends off in four (4), unless expressly waived by the employee. The wavier must be submitted in writing to their manager. Such request will be effective the following posted schedule and will remain in effect for a minimum of one (1) year.
- iii. Is available to work all tours of duty, unless they have a permanent schedule;
- iv. Shall be entitled to declare themselves unavailable for three (3) full days in a two (2) week pay period, without those requests being counted against them in the distribution of shifts. The request may be denied if sufficient staff are not available .

The Hospital will **make every attempt** to not schedule an employee to work the night shift immediately prior to a day the employee has declared themselves unavailable.

Where a Regular Part Time employee does not want to be scheduled for any shifts over and above the minimum part-time commitment, they must submit a written letter to their

manager stating their request. Such request will be effective the following posted schedule, and will remain in effect until the employee provides written notice to the contrary, but must remain in effect for a minimum of six (6) months.

Part-time requesting time off, i.e. Vacation for two (2) weeks, will not be included in the schedule of hours for the time that they are absent. Scheduled time will be prorated/reduced based on the chart below. Upon return to work the employee shall resume their regular schedule.

<b>Number of Requested Vacation Days Off</b>	<b>Reduction of Scheduled Hours</b>
<b>2</b>	<b>1 shift</b>
<b>3-4</b>	<b>2 shifts</b>
<b>5-6</b>	<b>3 shifts</b>
<b>7-8</b>	<b>4 shifts</b>
<b>9-10</b>	<b>5 shifts</b>

**Definition of shift:**

- For a unit/department that has only 7.5 hour shifts or has a combination of shift lengths, 1 shift will equal 7.5 hours
- For a unit/department that only has shifts longer than 7.5 hours, 1 shift will equal the longer shift. For example, if a unit only has 11.25 hours shifts, for the purposes of vacation proration 1 shift will equal 11.25 hours.

Prior to the schedule being posted, requests for time off will be granted in the following order:

- a) Requests for vacation and holiday lieu days based on seniority order;
- b) Earned lieu days based on seniority order;
- c) Not available (x-days) based on seniority order.

**b. Part Time Scheduling**

- i. All available part time hours other than those included in any job sharing schedule will be divided equally among all of the regular part time employees in the classification and department.

The equitable distribution will be for the biweekly pay period.

Once all regular part time employees have been scheduled equitable shifts, any remaining shifts will be scheduled allocating one shift to each regular part time employee until all available shifts are scheduled.

They will be reviewed at a quarterly meeting with HR, Union, SRO Manager and Employee designates in attendance. The Union will provide the names of the employee designates prior to the initial meeting.

- ii. Where shifts remain available prior to the schedule being posted, the Employer will offer the shifts to Casual Part Time employees on the unit, Casual Part Time Float Pool, Lettered employees, then to **Summer Students** on the basis of seniority.
- iii. Part time employees will not be scheduled or called in to work for shifts of less than four (4) hours.
- iv. Where an employee is scheduled to work a four (4) hour shift and a need arises to extend the shift to seven and one-half (7 ½) hours, the employee working the four (4) hours shift will be given the opportunity to work the additional hours before the additional shift is offered to employees who are not working, provided that the hours do not result in premium pay, and provided the hours are consecutive and not overlapping.
- v. When there is a change in the posted schedule it shall be the responsibility of the Employer to notify employees of any change in their schedule. Any change made with less than **twenty-four (24)** hours' notice shall mean the employee concerned shall receive time and one-half (1 ½) their normal rate of pay for all hours worked outside the original shift.

- vi. Training days will not count in the division of scheduled time.
- vii. Part time employees shall be trained when required in order of seniority to be considered for any new assignment on their unit within their classification.
- viii. Where part time employees are required to rotate on the day, evening, and/or night shifts, the Employer shall schedule shifts such that there will be a minimum of twelve (12) hours off between the end of one shift and the start of the following shift. Premium pay in this Article will not apply where an employee is offered and accepts a call-in shift that results in less than twelve (12) hours off between shifts or requests a change of shifts.
- ix. An employee who holds a posting in one classification shall not work in another classification without consent from the union, unless in cases of emergency.

#### **13.04 Shift Exchanges and Request Days Off**

- a. Where employees within the same classification desire to exchange shifts, they must make their request in writing on a mutual change request form and shall be limited to initiate one (1) shift exchange per employee per week. Additional exchange requests shall be submitted forty-eight (48) hours in advance of the requested time exchange. Exchange requests are subject to management or designate approval. Approval shall not be unreasonably withheld. Such exchange will not trigger any premium payments.
- b. Individual Request Forms for excused days off must be forwarded ten (10) days in advance of the schedule being posted.
- c. Premium pay will not apply where an employee requests a change of shift and in the case of an emergency or circumstances beyond the control of the Employer.
- d. Employees who are on an approved unpaid emergency leave as defined in ESA have the option of taking an unpaid day or a

lieu/stat/vacation day. Approved leave of absence days shall not be counted in the Attendance Support Program.

- e. Employees who exchange shifts shall be eligible for call-ins based on hours worked.
- f. Employees on twelve (12) hour shifts may request time off for part of a shift or exchange a part shift with one other employee provided they make their request on a mutually agreed change form and will be limited to one (1) shift exchange per employee per week.

#### 13.05 **Call in Shifts**

- a. Once the schedule is posted, all other shifts that become available shall be known as call-in shifts.
- b. It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay.
- c. Call in shifts will be offered on the basis of seniority. Calls shall be offered to employees by seniority in the following order, provided they are not at overtime:
  - i. All Regular Part Time not at commitment
  - ii. All Regular Part Time and Job Share employees on the unit, including those who have retracted unavailable days and those who are listed as unavailable, in accordance with Article 13.03 a) iv) (excluding those listed as vacation days)
  - iii. All Casual Part Time on the unit
  - iv. All Regular Part Time off the unit (Lettered), including those listed as unavailable in accordance with Article 13.03 a) iv).
  - v. **Casual Float Pool employees**
  - vi. **Summer Students**
- d. A shift will be deemed to be offered whenever a call is placed;
- e. Employees shall provide one (1) phone number for all call-in purposes. Phone numbers shall be provided to the Employer in

writing or through ePeople. The Employer will attempt to contact an employee while at work to offer a shift.

- f. An offer to work cannot be accepted from anyone other than the employee;
- g. An employee may call the Hospital once they receive a message indicating that a call was made, to check to see if the shift remains available and, if so, to accept the shift at that time.
- h. If there is more than one (1) shift available when the call is placed, the employee shall be offered their preference of shift.
- i. An employee called in for a shift shall be paid for the full shift if they report within one (1) hour of being called and if they work to the end of the shift.
- j. An employee who is called after the shift commences and reports to work within one (1) hour of receiving the call will be paid from the time of the phone call. If the employee reports after one (1) hour of receiving the call, they will be paid for the hours actually worked.
- k. Where a Regular Part Time employee does not want to be called in for any shifts over and above the minimum part time commitment, they must submit a written letter to their manager stating their intention. Such request will be effective the following posted schedule, and will remain in effect until the employee provides written notice to the contrary, but must remain in effect for a minimum of six (6) months.
- l. There is no responsibility for the caller or Hospital to wait for an answer. The Employee must give their answer when called. (This does not prevent an Employee from checking for a sitter and calling back to the Hospital to see if the shift is still available.)
- m. The **Chairperson** will be provided the call-in record for **Unifor** members, if a member identifies a suspected discrepancy. The request will be made by the **Chairperson** in writing to the applicable manager. The manager will respond to the employee's request within three (3) business days of receiving the request.

### **13.06 Scheduling or Calling In of Overtime Shifts**

Overtime shifts will be offered to employees in the following order:

- i. All Full-Time employees in order of seniority, beginning with the most senior employee;
- ii. All Regular Part Time working a Temporary Full-Time position in order of seniority, beginning with the most senior employee;
- iii. All Regular Part Time and Job Share employees on the unit in order of seniority, beginning with the most senior employee;
- iv. All RFT off the unit (Lettered) by seniority;
- v. All RPT off the unit (Lettered) by seniority;
- vi. All Casual employees on the unit by seniority;
- vii. All Casual Float Pool employees by seniority;
- viii. All Casual off the unit (Lettered) by seniority;
- ix. All Summer Students.

### **13.07 Ordering In**

At times, the Hospital may be required to order staff in to work, starting with regular part time and then full time, in reverse order of seniority. An employee is expected to report to work as ordered, unless they are incapable of working.

Prior to ordering in, the Hospital must exhaust all normal call in procedures at the regular rate of pay and then offer the shift at overtime rate of pay according to Article 13.06

### **13.08 Lettered Employees**

- a. Lettered employees are employees who are qualified to perform work within the same classification but on a different unit than their own, and who have indicated in writing an availability to work additional shifts on that unit and who have completed their

probationary period, provided it does not conflict with their home unit schedule.

- b. The Employer will determine the number of lettered employees required on a unit and will accept a minimum of two (2) lettered employees per classification, per unit, except for specialty areas where special skills, abilities, and qualifications are required to perform the work.
- c. Employees may letter in up to two (2) units.
- d. Lettered staff will not accept shifts in excess of the standard workday and/or week unless expressly offered as an overtime shift. Employees who accept shifts in excess of the standard workday and/or week will have their lettering privileges revoked for a period of six (6) months.
- e. Should a lettered employee not work on the lettered unit in a six (6) month period, they shall be deemed no longer lettered to that unit provided they have been offered the opportunity to work. Employees will be notified thirty (30) days in advance.

### **13.09 Types of Shifts**

References to Day, Evening, and Night shifts are defined as follows:

Day: a shift commencing between 0500 and 1159 hours

Evening: a shift commencing between 1200 and 2259 hours

Night: a shift commencing between 2300 and 0459 hours

It is understood that the Day tour is the first shift of the day.

### **13.10 Cancellations**

- a. When a unit, department or classification cancels a shift or needs to reduce employees or hours, they shall be cancelled in reverse seniority in the following order
  - i. Any employee working at premium pay – if more than one employee working on the unit that shift:

- **Student**

- Part-time
  - Temporary full-time
  - Full time
- ii. Any employee who is working a call-in shift
- **Student**
  - Casual Float Pool
  - Casual Part-time on the unit
  - Lettered
  - Regular Part-time
- iii. Any employee scheduled on the original posted schedule
- **Student**
  - Lettered
  - Casual Float Pool
  - Casual Part-time on the unit
  - Regular Part-time
- b. If the Employer reinstates the cancelled shift, it shall be offered first to the employee whose shift was cancelled, provided it does not result in premium pay, prior to offering the shift as a call in.
- c. Whenever shifts have been cancelled, the affected employees will be offered the next available call in shift in that week before following the call-in procedure of Article 13.05 c). If multiple employees have been cancelled, they will be offered shifts in order of seniority in that week.
- d. If a shift is cancelled, the Employer will provide notice prior to the start of the shift. Such notice must be twenty-four (24) hours for full time **and** part time employees. Where an employee's shift is cancelled with less than the required notice, they shall

receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift.

- e. Where an employee is not given any notice prior to the start of their shift and the employee reports for work as scheduled, the employee will be given work and will be paid at their regular hourly rate for a minimum of four (4) hours.
- f. A cancelled scheduled employee (excluding lettered and casual employees, and employees called in for a shift after the schedule was posted) shall have the opportunity to displace the least senior employee in the same unit and department and shift, provided the shifts are of equal length and have start times within **three (3) hours** of each other. Full time employees will be eligible to displace other full time or part-time employees, and part time employees will be eligible to displace other part time employees only.

**For clarity, where the employee elects to displace, cannot result in premium in Articles 13.02 i. and 13.03 b. viii.**

- i. Employees who exercise their right to displace shall indicate to their manager immediately upon notification of cancellation. The employee must have the skills and ability to perform the work. The employee who exercises their right to displace shall not be considered to have had their shift cancelled.
- ii. In the case of the OR Support Assistant only, an employee may displace a shift of equal length provided that shift has a start time up to and including one (1) hour before or five (5) hours after the start of the cancelled shift. The parties agree that the arrangement for OR Support Assistants will not be extended to any other classification in any future round of bargaining.

### **13.11 Extended Tours**

- a. Unless the Employer and the Union agree to alter the extended tours to meet the needs of the unit, the normal extended tours shall be defined as:

Day shift: 0700 – 1900

Night shift: 1900 – 0700

- b. Extended tours shall be introduced into any unit when a majority (greater than 50%) of the employees on that unit who vote so indicate by secret ballot, and where the Employer agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- c. Extended tours may be discontinued in any unit when:
  - i. A majority (greater than 50%) of the employees who vote so indicate by secret ballot;
  - ii. The Employer indicates that it must discontinue extended tours on the unit because of:
    - 1. Adverse effects on patient care
    - 2. Inability to provide a workable staffing schedule
    - 3. Other reasons which are neither unreasonable nor arbitrary, following discussions with the Union
- d. When notice of discontinuation is given by either party in accordance with paragraph c) above:
  - i. The parties shall meet within three (3) weeks of giving the request for discontinuation;
  - ii. Where it is determined that the extended tours will be discontinued, affected employees will be given sixty (60) days' notice before the schedules are so amended
- e. No split shifts will be scheduled.
- f. There will be at least forty-eight (48) hours off when changing from Night shift to Day shift.
- g. There will be a minimum of eleven and one-quarter (11 ¼) hours off between scheduled shifts.
- h. No employee will be scheduled to work more than three (3) consecutive extended tours. Time and one-half (1 ½) will be paid for all hours worked on a fourth (4th) consecutive and all

subsequent consecutive extended tours until a day off is received, except where:

- i. Such tour has been worked by the employee to satisfy a lieu day request by the employee, or;
- ii. Such tour is worked as a result of an exchange of tours with another employee.

#### **13.12 Extended Tours Scheduling – Full Time**

- a. Regular hours of work for full time are based on thirty-seven and one-half ( $37 \frac{1}{2}$ ) hours per week exclusive of meal period. Each tour is twelve (12) hours, and paid time is eleven and one-quarter ( $11 \frac{1}{4}$ ) hours.
- b. Scheduling for full time will include seven (7) tours in the first two (2) week period, seven (7) tours in the second two (2) week period, and six (6) tours in the third two (2) week period, averaging thirty-seven and one-half ( $37 \frac{1}{2}$ ) hours in the six week period, unless alternate averaging is agreed to by the parties to meet the needs of a specific unit.
- c. Weekends off will be scheduled alternately unless otherwise agreed upon between the Employer and the Union.
- d. A weekend, for the purpose of this Article, is defined as at least fifty-six (56) hours off from the end of the Day shift on Friday until the commencement of the Day shift on Monday.
- e. Employees will receive at least two (2) consecutive days off in any week.

#### **13.13 Extended Tours Scheduling – Part Time**

- a. Regular hours for part time are based on thirty-seven and one-half ( $37 \frac{1}{2}$ ) scheduled hours per week exclusive of meal period; each tour is twelve (12) hours, paid in eleven and one-quarter ( $11 \frac{1}{4}$ ) hours.
- b. Notwithstanding the normal Overtime provisions of Article 12.03, where extended tours are present, the call in for the fourth extended tour in that week will be offered in accordance with the call in procedure, first to part time employees (instead

of full time employees). Should a regular part time employee accept a fourth extended tour, it will result in one (1) hour of overtime premium (instead of 1 1/4 hours of overtime premium for a full-time employee).

- c. The hospital will **make every attempt** to schedule at least one (1) weekend off in two (2) or two (2) weekends off in four (4), unless expressly waived by the employee. The waiver must be submitted in writing to their manager. Such request will be effective the following posted schedule and will remain in effect for a minimum of one year.
- d. The Employer will schedule all available shifts (11 1/4, 7 1/2, and any shift of less than 7 1/2) equally among all Regular Part Time employees in the unit/department.

#### 13.14 Christmas Schedules

- a. To provide for Christmas and New Year's scheduling, the normal scheduling provisions will be waived between December 15 and January 15. The Christmas schedule shall be posted by November 1. **A four (4) week schedule or an eight (8) week schedule will be posted in order to ensure that the period of December 15 to January 15 are posted.**
- b. The Christmas holiday will include: Christmas Eve Day; Christmas Day; and Boxing Day. The New Year's holiday will include: New Year's Eve Day and New Year's Day.
  - i. The Christmas period shall include from 2300 hours on December 23rd to 1900 hours on December 26th.
  - ii. The New Year's period shall include from 2300 hours on December 30th to 0700 hours on January 2nd.
- c. The Employer will endeavour within a unit/department to schedule employees off for three (3) consecutive days at either Christmas or New Year's. Where extended tours are present, the Employer will endeavour to schedule full time employees off for five (5) consecutive days; part time employees not less than three (3) consecutive days off.

- d. Both full time and part-time employees will rotate between working Christmas and New Year's, alternating year to year, with exceptions to any leave of absence from work that takes place prior to the posted Christmas/New Year's schedule. The Hospital will post a Christmas and New Year's preference sheet no later than September 1st in each year. Employees are to indicate their preference for time off no later than September 30th. Where a conflict arises, employees who have requested the same holiday off as the previous year will have their preference changed based on reverse order of seniority. The finalized Christmas/New Year's schedule will be posted no later than November 1st of each year.
- e. Where an employee requests not to be scheduled off three (3) or five (5) consecutive days at Christmas or New Year's, such an employee is to put their request in writing to the supervisor. The provisions of this Article do not apply to employees working on units that are not required to work Christmas Day or New Year's Day.

### 13.15 Reassignment

Reassignment of staff will occur first within the home site. It is understood that from time to time staff may be reassigned between units or sites based on operational need.

**The Employer will collaborate with the reassigned nurse to make decisions regarding assignment that support the nurse's ability to work in a quality practice setting and maintain patient safety.**

The Employer will take all reasonable steps to ensure the following three (3) conditions exist before making any reassignment decision:

- a. The receiving unit has a bona fide need;
- b. The sending unit has capacity to send someone;
- c. The appropriate person is making the reassignment decision (e.g. Charge Nurse, Patient Flow Coordinator, Manager, or designate). **An assessment will be completed to determine the most appropriate staff to be reassigned to balance workload and ensure patient care is delivered safely using**

**the resources available. The assessment may include, but is not limited to lettered staff, recent experience, and skill mix of nurses on the sending and receiving units.**

## **ARTICLE 14 - JOB SHARING**

### **14.01 Job Sharing**

- a. Only full-time positions shall be considered for job sharing between two employees.
- b. The employer has the right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. There will be no more than one (1) job sharing arrangement in any one (1) unit/department. No new job share arrangements shall be implemented on any unit/department once notice of layoff has been provided to the Union until the notice period has expired.
- c. If a full time employee wishes to job share their position and the employer agrees to designate such position a job sharing position, the full time employee will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with the job posting procedure.
- d. When the employer designates a vacant full-time position to be considered a job-sharing position, such position shall be posted and filled in accordance with the job posting procedure.
- e. The employees sharing to a job-sharing position will be considered as regular part time and covered by the part time provisions of the collective agreement, except for scheduling which shall be as outlined in (i) below.
- f. If an employee assigned a job sharing position successfully applies for a part time or full time position, or is terminated in accordance with the existing collective agreement and the employer decides to continue such job sharing position, the remaining employee shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the job posting procedure. If there is no successful applicant to the position, the shared position must

revert to a full-time position. The remaining employee will have the option of assuming the full-time position or remaining regular part time. If **they do** not assume the full-time position, the full-time position shall be posted in accordance with the full-time job posting procedure.

- g. For scheduling purposes only, the employer will schedule a job-sharing position as a full-time position. The schedule of both partners shall be the equivalent of one (1) full time position. The position in question shall generally be shared on an equal basis between two (2) partners. At the commencement of the job-sharing arrangement both partners must inform the immediate supervisor who will be working the predetermined schedule.

- i. Posted schedules for job sharers shall be based on the schedules that would apply to full time holding that position and shall conform with the full-time scheduling provisions of the collective agreement.

Prior to the schedule being posted and when all other regular part time employees in the classification in the unit/department have been given the opportunity to work up to their commitment, job sharers will be included in the distribution of those hours in accordance with the Regular Part Time Scheduling Guidelines.

- ii. **Call in shifts** – Job sharers will be included in the call-in procedures in accordance with the collective agreement
- h. A job sharer's vacant hours of work prior to the schedule being posted will be offered by the Employer to the remaining partner. If the remaining partner agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the employer is unable to contact the remaining partner or if such employee is unable to work the vacant hours, the employer will schedule such hours in accordance with the part time provisions of the collective agreement.

Should a job sharer's shifts become available after the schedule is posted, the shifts shall be treated as a call in according to the call-in procedure of Article 13.05

- i. Employees in a job share arrangement will be deemed to have met the Regular Part Time commitment regardless of how the shifts are divided.
- j. Each job-sharing partner will be scheduled by the employer to work either the Christmas Holiday or the New Year's Holiday, in accordance with Article 13.14.
- k. The job sharers agree to cover up to two (2) weeks of vacation of each other's vacation during June 15 to September 15.
- l. With each job-sharing position, the employer will assess the position after three (3) months to see if there are any problems from patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (3) months and shall be then be re-evaluated to determine whether or not the position should continue.
- m. If after a six (6) month period the employer wishes to terminate a job-sharing arrangement, it may do so upon written notification (sixty {60} days) to the employees and the Union. If this occurs, the position will revert to a full-time position and the former full-time incumbent shall be granted the option of returning to full time. In the event that **they are** not interested, then the full time position shall be posted in accordance with the job posting procedure and both job share partners shall revert to regular part time on that unit/department.
- n. If after a six (6) month period, both employees who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty {60}days) to the employer and the Union. When this occurs, the former full-time incumbent will have the option of returning to their full-time position, if so desired. If they do not desire to do so, then the full time position will be posted in accordance with the job posting procedure and both job share partners shall revert to regular part time on that unit/department.

## **ARTICLE 15 - WAGES**

- 15.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer

will determine the rate of pay for such classification and notify the Union of the same. If the Union challenges the rate, it will 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 such meeting will be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting.

- 15.02 The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule "A" attached hereto.

Pay day is every other Thursday and will be deposited electronically in the employee's bank account. The only exception to payday on Thursday is when there are two (2) statutory holidays in a row and the first statutory holiday is on Thursday, payday, and the following day is also a statutory holiday, then payday will be changed to Wednesday prior to the regular Thursday payday.

15.03

- a. Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of four (4) consecutive hours, **they** shall be paid the rate in the higher salary range and at the level appropriate to **their** service from the commencement of the shift.
- b. Where an employee is assigned temporarily the duties of a higher paying classification outside the bargaining unit, he shall be paid for each shift worked a premium of ten percent (10%) of **their** regular rate.

15.04 **Increase to weekend premium**

- a. All employees regularly performing shift work shall receive a shift premium in the amount of **two** dollars and twenty-five **(25)** cents (\$2.25) and shift premium will not form part of the employee's straight time hourly rate. Shift premium only applies

to shifts commencing on or after twelve hundred (1200) hours and ending after 1700 hours.

**b. Increase to weekend premium**

An Employee shall be paid a weekend premium of **two** dollars and **eighty** cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours on Sunday.

<b>ARTICLE 16 - LEAVE OF ABSENCE</b>
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16.01 The Employer, may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence will be in writing and at least two (2) weeks in advance.

16.02 The Employer agrees to grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing Employer conditions permit. It is understood that the maximum total of all leaves granted under this section will not exceed twenty (20) days normal or standard working days in any calendar year and requests for such leave of absence shall be made, in writing, at least two (2) weeks in advance. The Employer shall pay the members their wages for such leave and bill the Union for payment; after ten (10) working days the benefit costs of sixteen per cent (16%) shall be included.

16.03 The Employer agrees to grant leave of absence, without pay, for an R.P.N. elected to a board committee, College of Nurses or O.R.N.A. providing Employer conditions permit. It is understood that only one (1) R.P.N. will be granted leave and the maximum total of all leaves granted under this provision will not exceed twenty normal or standard working (20) days in any calendar year and requests for such leave of absence will be made, in writing, at least two (2) weeks in advance.

**16.04 Pregnancy and Parental Leave**

a. Pregnancy and Parental leaves shall be in accordance with ESA. A copy of the relevant portion of ESA will be provided to employees upon request.

- b. An employee who is on Pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy pursuant to The Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the employee's employment insurance cheque stub as proof that **they are** in receipt of employment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
- c. **An employee who is on Parental leave as provided under this Agreement who is in receipt of Employment Insurance Parental pursuant to The Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employees' regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.**
- d. Adoption Leave: The parties agree that Adoption Leave shall be in accordance with ESA.

#### 16.05 Effect of Absence

- a. It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- b. During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere, will be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which **they are** participating for the period of absence, except that the Employer will continue to pay its share of the premiums as outlined in Article 23.07 while an employee is in receipt of WSIB benefits.
- c. It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff will not be suspended and accrue during the period as outlined in Article 11.01g if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

#### 16.06 **Education Leave of Absence**

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualification, the Hospital will pay the tuition cost associated with such courses. If required by the Hospital, an employee shall be entitled to leave of absence without loss of earnings and without loss of seniority and benefits to write examinations to upgrade their employment qualification.

<b>ARTICLE 17 - UNION COMMUNICATIONS</b>
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- 17.01 The Employer will provide a glass enclosed, locked bulletin board outside the cafeteria at each site, for the sole use of the Union. A key to the bulletin board will be provided to the **Chairperson**.

The Employer will provide bulletin board space in areas designated by the Employer for the purpose of posting notices regarding

meetings and other matters restricted to Union activity. The Union shall share a copy of any posting with Human Resources.

- 17.02 The Employer shall ensure that each steward has access to an e-mail account, as well as remote access to that account **for the Chairperson.**

**Provided the existing IT platform allows email access to an employee's personal cell phone, a steward may request access from the IT department. It is understood, the Hospital will incur no cost.**

## **ARTICLE 18 - STATUTORY HOLIDAY PAY**

18.01

- a. Full time employees shall receive pay for the following holidays. Part time employees who work on a statutory holiday shall be entitled to be paid a premium of one and one-half (1½) times **their** regular rate for each hour worked on the following Holidays:

New Year's Day	Civic Holiday	Family Day
Labour Day	Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day	Victoria Day
Christmas Day	July 1	Boxing Day

- b. Applicable to Full time Employees Only – A fulltime employee who is required to work on a scheduled day off shall receive overtime premium of one and one-half (1 ½) times their regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times their straight time hourly rate.

Applicable to Regular Part time Employees Only – Where a regular part time employee is required to work overtime on a paid holiday, they shall be paid at time and one-half (1 ½). If that employee is required to work additional hours following their full tour on that day, such employee shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

18.02 Statutory holiday hours are defined as all hours worked between 0001 hrs to 2359 hrs on the holiday.

18.03 **Full Time** - In order to qualify for holiday pay, the employee must work their full scheduled shift preceding the holiday and their full scheduled shift after the holiday unless they provide reasonable cause for not being able to work the qualifying day.

If the employee is scheduled to work on the holiday and fails to report for, and perform work on the holiday, the employee will not be paid for the holiday, unless **they** can provide reasonable cause in which case the employee shall receive holiday pay. The Employer has the right to demand a medical certification or other satisfactory proof of reasonable cause.

It is understood that when an employee is absent in excess of thirty continuous calendar days prior to the holiday that they will not be eligible for holiday pay (see Article 16.05).

#### 18.04 **Full Time**

a. If an employee is scheduled to work on a Statutory Holiday shift, as hereinafter defined, and actually works, then **they** may elect either:

- i. to be paid for all hours worked on such shift at the rate of one and one-half (1½) times **their** regular rate of pay in addition to their regular rate of pay, or
- ii. to be paid for all hours worked on such shift at the rate of one and one-half (1½) times **their** regular rate of pay, and to have an alternative day off at regular rates (such day will be given by the Employer within ninety (90) calendar days after the Holiday to be taken on a day mutually arranged between the employee and the Employer. The employee may opt to have the entire stat bank paid out on any regular pay within the ninety (90) calendar day period. The employee must make written request to their manager or delegate by Thursday, 3:00 pm prior to the end of the pay period in order to receive payment.

b. If the employee wishes to have the scheduled Statutory Holiday day off after the schedule is posted, the employee must submit

the request on an Individual Request Form and the change may be accommodated if part time staff are available to replace.

- 18.05 **Full Time** - In the event that a Holiday falls within the employee's scheduled days off or during a vacation period, **they** will be granted a lieu day to be taken off at some future date to be mutually agreed upon as provided under Article 18.04.
- 18.06 **Part Time** -Statutory holidays will be scheduled by order of seniority starting with the most senior employee **beginning with the longest shift duration to the shortest.**
- 18.07 **Part Time** - Statutory Holidays which become available after the schedule is posted shall be offered in accordance to the call-in procedure in Article 13.05.
- 18.08 **Full Time** - Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay.

**NOTE** – Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one half (7½) hours each.

## **ARTICLE 19 - VACATIONS**

- 19.01 **Full Time** - Employees will be entitled to vacations with pay based on length of continuous service as set out below:
- a. Full-time employees who have completed less than one (1) year of continuous service shall be entitled to vacation, on the basis of 5/6th of a day per month for each completed month of service, with pay in the amount of four percent (4%) of gross earnings.;
  - b. Employees who have completed one (1) year or more and less than two (2) year's continuous service as of September 1st in any year will receive an annual vacation of two (2) weeks with pay at their regular rate of pay;
  - c. Employees who have completed two (2) years or more and less than five (5) years of continuous service as of September 1st in any year will receive an annual vacation of three (3) weeks with pay at their regular rate of pay.

- d. Employees who have completed five (5) years or more and less than twelve (12) years of continuous service as of September 1st in any year will receive an annual vacation of four (4) weeks with pay at their regular rate of pay.
- e. Employees who have completed twelve (12) years or more of continuous service as of September 1st in any year will receive an annual vacation of five (5) weeks with pay at their regular rate of pay.
- f. Employees who have completed twenty-one (21) years or more of continuous service as of September 1st in any year will receive an annual vacation of six (6) weeks with pay at their regular rate of pay.
- g. Employees who have completed twenty-eight (28) years or more of continuous service as of September 1st will receive an annual vacation of seven (7) weeks with pay at their regular rate of pay.

19.02 **Part Time** - Employees will be entitled to vacation pay in accordance with the following:

- a. Employees who have completed less than 3200 hours of service as of March 31st in any year, four per cent (4%) of wages for work done in the immediate preceding vacation year
- b. 3200 but less than 8,000                      = 6%              = **3 weeks**
- c. 8000 but less than 19, 200                      = 8%              = **4 weeks**
- d. 19,200 but less than **33,600**                      = 10%              = **5 weeks**
- e. **33,600** but less than 44, 800                      = 12%              = **6 weeks**
- f. 44, 800 or more                      = 14%              = **7 weeks**

19.03

- a. **Regular Part Time** - Vacation pay will be paid on the pay period immediately preceding May 31st of any said year on a separate deposit. **Vacation percentage of vacation will be percentage of gross pay for part time.**

- i. Prior to the posted schedule, if a Part Time employee requests a week off and it is approved and scheduled, this time will count as thirty-seven and one half (37½) vacation hours deducted from the employee's vacation bank for standard work week.
    - ii. After the schedule is posted, when a Part Time employee requests a day off on a scheduled day(s), if granted, it will be considered a vacation day based on the number of hours scheduled on that date.
  - b. **Casual Part Time** - shall receive vacation pay paid out with every pay cheque.
  - c. **Temporary Part Time**
    - i. Newly hired temporary part time employees and casual employees working a temporary part time position will be paid out for every pay period the amount of vacation pay earned during that pay period, according to the vacation pay grid of Article 18.02.
    - ii. Any newly hired temporary part time employee will not accumulate seniority until **they** begin a permanent position. At that time, the employee will accumulate and be paid vacation pay according to Article 18.03.
- 19.04 An employee whose service with the Employer is terminated for any reason except discharge for cause will receive vacation pay for the period to which **they are** entitled in accordance with the provisions of this Agreement.
- 19.05 Vacations will, subject to the efficient operation of the Employer or unless otherwise mutually agreed upon, be scheduled during the calendar year in which the same became due, on a seniority basis.
- Vacations shall be limited to four (4) weeks during the prime-time period July 1 to September 15, inclusive. Additional weeks of vacation may be approved during prime time if operationally practicable.
- Full time employees are to request sixty percent (60%) of their vacation entitlement prior to April 1st. The Hospital shall give notice

of the remaining vacation days by the first week in September and vacation requests for such remaining days shall be submitted by October 1st.

After the schedule has been posted, approved vacation and lieu time cannot be cancelled by an employee except under exceptional circumstances, as mutually agreed to by the Union and the Hospital.

19.06 Vacation periods will be arranged with the employee's Department Head, consideration being given to the needs of the Department in question and the employee's wishes on a seniority basis. Vacation requests will be approved prior to the not available days outlined in Article 13.01 h) vi).

19.07 When an employee is absent due to illness or injury prior to or concurrent with a vacation period, the following confirms whether period is considered sick time or vacation:

if serious illness or injury which commences prior to and continues into the scheduled vacation, the period of scheduled vacation will be converted to sick leave.

If an incidental illness or injury arises prior to a scheduled vacation, the scheduled vacation period remains a vacation.

If an employee's scheduled vacation is interrupted due to a non-elective surgery or serious illness/injury requiring the employee to be an inpatient in a hospital, the period of such hospitalization or the period of receiving home care (as prescribed by a physician and supplied by a professionally accredited provider and upon the receipt of proof of such service) will be considered sick leave.

19.08 Vacation requests must be submitted in writing by April 1st, and the approved vacation time, covering the whole vacation year (May 1st to April 30th), shall be posted by May 1st of each calendar year. After April 1st vacation will be scheduled on a first come first serve basis. Where an employee makes a written vacation request after the approved vacation time is posted, the Employer shall give a response to the request within two (2) weeks. A week will be defined as a seven (7) consecutive day period. Vacations submitted by April 1st will be granted on the basis of seniority.

- 19.09 Part-time employees may make written requests for vacation time, equal to one week off for every 2% of vacation pay earned.
- 19.10 The Hospital shall give notice of the remaining vacation days by the first week of September.

## **ARTICLE 20 - BEREAVEMENT PAY**

- 20.01 An employee who notifies the Employer as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in conjunction with the day of the funeral of the employee's spouse, child or parent. An employee who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in conjunction with the day of the funeral of a member of the employee's immediate family (other than spouse, child or parent) of the employee. For the purposes of this Article, "immediate family" shall include the employee's sister, brother, stepchild, parent-in-law, sibling-in-law, grandchildren, grandparent and grandparent and grandchild of spouse.

Immediate family shall mean the employee's father, mother, spouse, common law spouse, same sex spouse, sister, brother, child, mother in law, father in law, brother-in-law, sister-in-law, grandchildren, grandparents and current step parents. "Immediate Family" and "In-Laws" as set out above, shall include the relatives of "spouses" as defined herein.

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

- 20.02 The employee will be granted one (1) day's leave of absence with pay to attend the funeral for the following family members of the employee: step brother, step sister, niece, nephew, legal guardian of the employee, aunt and uncle.

- 20.03 Where an employee's scheduled vacation is interrupted due to a bereavement of a member of the immediate family, the employee shall be entitled to bereavement leave in accordance with Article 19.01.

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

- 20.04 If a burial or memorial service is not held within the period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.

#### **ARTICLE 21 - BENEFITS/ADDITIONAL COMPENSATION – PART TIME**

- 21.01 The Employer agrees to pay each employee covered by this agreement who has completed their probationary period, thirteen percent (13%) of the employee's regular straight time hourly rate for each completed shift in lieu of sick leave, holiday pay and all other fringe benefits provided to full time employees and nine percent (9%) to employees on the same basis who elect to participate in the Healthcare of Ontario Plan. Such payment will commence with the first pay period following completion of said probationary period.

#### **ARTICLE 22 - SICK LEAVE – FULL TIME**

- 22.01 The Employer agrees during the term of this Agreement to provide coverage to all eligible employees in the bargaining unit under the Hospitals of Ontario Basic Standard Sick Leave Program.
- 22.02 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the fourth (4th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).
- 22.03 The Employer agrees, during the term of this Agreement to contribute seventy-five (75%) percent of the applicable monthly premiums towards coverage of eligible employees under the Hospitals of Ontario Disability Income Program with respect to employees who have completed the necessary requirements providing the remaining twenty-five percent (25%) of the premiums

are paid by the employees through payroll deductions. It is further understood that the enrolment shall be mandatory for new employees hired after the signing of this Agreement.

22.04 The employee must notify **their** Department Head or designate of **their** absence at least two (2) hours prior to **their** regular starting time on the first day of absence, or as soon as possible, at which time **they** shall supply the following:

- a. reason for absence;
- b. estimated duration of absence;
- c. methods of contacting the employee during **their** absence;
- d. if an employee is able to return to work at an earlier date than anticipated, he shall give the Department Head or designate notification by 1500 hours of the preceding day such intention to return so that the necessary adjustment can be made to the staff. Employees confined to Hospital or at home as the result of a serious illness or accident shall keep the Employer advised of their condition from time to time as is practical and notify their Department Head or designate of the date they expect to return to work.

22.05 **Workplace Safety & Insurance Board (WSIB) Benefits and Sick Leave** - An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved, or the benefit to which they would be entitled under the short term sick portion of the disability income plan (HOODIP). Payment will be provided only if the employee provides evidence of disability, satisfactory to the Employer and a written understanding satisfactory to the Employer that any payments will be refunded to the Employer following final determination of a claim by the WSIB. If the claim for WSIB is not approved, the monies paid as an advance, will be applied toward 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 fifteen (15) weeks.

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

The employee is required to follow the carriers medical appeals process to attempt to resolve disputes. A grievance may be filed on the employees' behalf, but the arbitration hearing of the grievance will not occur until the determination of the employees appeal, or within 90 days of the filing of the appeal, whichever is the sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against any time limit in section 49 of the labour relations act, 1995. For this reason, the time limit for referring such a grievance to arbitration will be extended until the result of any appeal is known to the Union.

- 22.07 **Full time & Part Time** – The Employer will pay for all doctor's notes and other forms to be filled in by specialists as requested by the Employer.

- 22.08 **Sick Leave** – Full Time Only - When an employee has completed any portion of their regularly schedule shift prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the shift at their regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 18.04 if they may otherwise qualify.

- 22.09 **Attendance Management** – Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act*, 2000 and leaves under Article 16 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 23 - HEALTH AND WELFARE – FULL TIME**

23.01 The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of employees under the present life insurance plan (equivalent to HOOGLIP).

23.02 The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees (married or single) under the Extended Health Care Plan (\$3.50 deductible per prescription, which shall include a Vision Care Plan of **\$350.00** plus one eye exam every two (2) years, providing the balance of the premiums is paid by employees through monthly payroll deductions. Membership in the Plan will be compulsory for all members not otherwise covered in the bargaining unit.

Coverage for compression stockings shall be 1 pair every 3 months to a maximum of \$75 per pair.

Effective October 6, 2020 Paramedical coverage shall increase to \$325 per specialty, per calendar year.

23.03 The Employer agrees to contribute seventy-five percent (75%) of the applicable billed premiums towards coverage of employees under the Dental Plan at the current ODA Schedule of fees, providing the balance of the premium is paid by employees through monthly payroll deductions.

Effective October 6, 2020 Orthodontic coverage shall increase to \$2250 per lifetime.

23.04 Enrolment in the Employer's Pension Plan is a condition of employment for all eligible employees.

23.05 It is understood that after consultation with the Union, the Employer may substitute another carrier for any plan (other than OHIP) which it is the obligation of the Employer to provide under the terms of the Collective Agreement, provided that the benefits conferred thereby are, in all respects, equivalent or better than those provided under the plan for which it is proposed to make a substitution. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Union with respect to such proposed change. Upon request by the Union, the Employer shall provide to the Union full specifications of the

benefit programs as contracted for and in effect as proposed with the new carrier.

- 23.06 The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees for semiprivate coverage.
- 23.07 For an employee receiving LTD Benefits or WSIB Benefits, the Employer agrees to continue its share of the premiums for Extended Health Plan, Dental Plan, and semiprivate Hospital Accommodation coverage for the following time periods:
- a. for an employee with less than five (5) years of service: twelve (12) months;
  - b. for an employee with between five (5) and ten (10) years of service: eighteen (18) months;
  - c. for an employee with more than ten (10) years of service: twenty-four (24) months.

**23.08 Benefits for Early Retirees**

The Hospital will provide to all full time employees who reach age 57 and retire after the date of ratification and who have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, extended health care and dental benefits coverage on the same basis as is provided to active employees, as long as the retiree pays the Employer their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

**23.09 Benefits Age 65 and Older**

Semi-private hospital insurance and extended health care benefits 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 same cost share basis as applies to those employees under the age of sixty-five (65).

## ARTICLE 24 - JURY DUTY

- 24.01 If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by a subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:
- a. notifies the Employer immediately upon the employee's notification that **they** will be required to attend Court; and
  - b. presents proof of service requiring the employee's attendance; and
  - c. promptly pays to the Employer the amount (other than expenses) paid to the employee for such service or attendance; and
  - d. returns to work or attends **their** normally scheduled shift on completion of such jury or witness duty.

## ARTICLE 25 - CALL-IN/STANDBY - FULL TIME

- 25.01 An employee on standby who is called back to work will be paid at **two (2) times** their hourly rate for a minimum of four (4) hours for each callback, except to the extent that such period of call-back overlaps and extends into **their** regular shift in which case **they** will be paid **two (2) times** for all hours worked up to commencement of **their** regular shift. The number of hours paid for call-back will be deducted from the hours of standby. The call-back commences when the employee arrives at the Hospital.

Overtime on standby – Where an employee is called back from standby and works in excess of the hours of a normal shift on their unit, such employee shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

- 25.02 Any employee may be required to standby and be recalled to duty as required: an employee required to standby and be available as aforesaid will be paid standby pay at the rate of three dollars and twenty cents (\$3.20) per hour. Standby pay will, however, cease

where an employee is called into work, and works during the period of standby.

Where such Standby Pay falls on a paid holiday, as set out in Article 17, the Employee shall receive Standby Pay in the amount of three dollars and twenty cents (\$3.20) per hour.

### **25.03 Maintenance Only**

**Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of 15 minutes' pay for a call received between 0700 hours and 2300 hours, and 30 minutes' pay for a call received between 2300 hours and 0700 hours, at time and one-half times (1 ½) their regular straight time, hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.**

## **ARTICLE 26 - JOB POSTINGS**

- 26.01 a. Vacancies in the bargaining unit which occur after the execution of the Collective Agreement will be posted, for a period of seven (7) consecutive calendar days. Summaries of the job postings will be posted on all respective bulletin boards. The day of the posting is not included in the seven (7) day period. A vacancy is defined as a permanent opening in the job classification where the number of persons required by the Employer exceeds the number classified therein but does not include openings which will not or are not expected to exceed sixty (60) calendar days or temporary openings caused by absence due to illness, leave of absence or other related matters.

- i) **The number of casual positions on a unit is determined by the manager.**

**ii) The Employer is not required to post casual positions.**

- b. An applicant will undergo a trial period of sixty (60) days worked or four hundred and fifty (450) hours of work if part time prior to being awarded the posting. If unsuccessful, the applicant will be returned to **their** original position.

It is agreed the Employer may waive the trial period.

- c. In the event an employee's services are not satisfactory in the new unit, area or classification and it is decided to return **them** to **their** previous position within the sixty (60) days worked or four hundred and fifty (450) hours of work if part time from the date of transfer, **their** seniority rights and privileges which **they** enjoyed at the date of the transfer in the department from which he originally transferred shall revert and apply. In the event the successful applicant wishes to voluntarily return to **their** former posted position **they** may elect to do so within four (4) weeks or one hundred fifty (150) hours of work if part time. After four (4) weeks or one hundred and fifty (150) hours the employee may return to **their** former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.

Should (c) above result in an employee reverting to their previous position the Employer shall re-post the vacancy.

**Note: article 26.01 c, does not apply to employees transferring into a casual position.**

- 26.02 **Full time** - When a vacancy becomes available within a classification within a department/unit, it will be offered to full time employees within the classification within the department/unit concern, by order of seniority;
- 26.03 The Employer will post suitable notices of vacancies for seven (7) calendar days where these may be seen by employees to enable employees in all units, areas, or classifications to apply for such vacancy. In all cases of promotions (other than to positions outside the scope of the bargaining unit), the following factors will be considered:

- a. Seniority;
- b. Skill, education qualifications, physical capability, and ability to perform the work. Where factor (b) is relatively equal, factor (a) will govern;
- c. Where an employee transfers to another unit, area, or classification in accordance with the job posting procedure, the Employer will **make every attempt** to transfer the employee to the new unit, area, or classification as soon as possible **within forty five days**.

26.04 If the vacancy is not filled pursuant to this or other applicable Articles, the Employer may fill the vacancy at its sole discretion.

26.05 The Employer may assign an employee to any vacancy on a temporary basis until the posting procedure has been completed.

26.06 An employee selected to fill a temporary or permanent vacancy (full time or part time) need not be considered for any further vacancies for a period of six (6) months of active employment, unless the vacancy is a transfer from part time to full time, or from a temporary position to a permanent position.

For the Operating Room and Dialysis units (excluding OR Support Assistants), the employee need not be considered with respect to any further vacancy for a period of one (1) year from the date of transfer.

26.07 A practicing RPN who holds a certificate, rather than diploma, who has taken all necessary upgrades as required by the Hospital and can demonstrate core competencies shall suffer no loss of points or prejudice in a job competition.

26.08 Upon the request of the employee, the Hospital will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

26.09 In filling such vacancies, the Hospital shall consider employees who have expressed in interest, in writing, within the current calendar year, in filling such vacancies, on the basis of the selection criteria as set out in Article 25. (See Schedule "A").

- 26.10 In all cases where an employee wishes to gain exposure in a different area of the hospital within the bargaining unit, they shall be allowed, upon consultation with the managers, to job shadow in that unit or department.

## **ARTICLE 27 - TEMPORARY OPENINGS**

- 27.01 When the Employer has a need to fill a temporary opening and no employees on layoff are available the Employer will fill such vacancy as per the following:

Temporary term openings not anticipated to exceed six (6) months will be filled at the discretion of the manager by either offering the term appointment or by distributing the available hours amongst the part time employees on that unit/department in accordance with the part time scheduling guidelines. The Employer can fill the subsequent vacant part time position at its sole discretion.

Temporary positions will be filled in the following manner:

- Employees within the department/classification;
- Casual Float Pool (where applicable);
- Post internally according to the posting language of the Collective Agreement.

Temporary full time term openings anticipated to exceed six (6) months (but not including those openings created due to WSIB, LTD or MLOA), the Employer will post and the filling of the temporary term positions will be subject to the posting language. The Employer can fill the subsequent vacant position at its sole discretion.

- a. The Employer has the right to fill the vacancy on a temporary basis, until the successful applicant is appointed.
- b. Where an employee transfers to another unit, area, or classification in accordance with the above procedure, the Employer will endeavour to transfer the employee to the new unit, area, or classification as soon as possible.
- c. The employee awarded the temporary full-time position will assume the schedule of the employee who is absent.

- d. The employee will receive the rate of pay applicable to the position in accordance with the Collective Agreement.
  - e. The part time employee will accrue seniority for all hours worked in the temporary position.
- 27.02 The Employer agrees that it shall exercise its discretion in Article 27.01 and in a reasonable and fair manner.
- 27.03 An employee selected to fill a temporary full time opening need not be considered with respect to any further temporary full time openings which arise during the period of the initial opening or within a subsequent period of six (6) months.
- 27.04 During the period in which an employee is filling a temporary full time opening, the Employer need not consider the employee for transfer to any other temporary term positions but shall be considered (if the employee applies) for posted permanent full time vacancies which may arise.
- 27.05 During the period in which a part time employee fills a temporary full time opening, the employee shall remain a part time employee, covered by the part time provisions of this Agreement. Notwithstanding the above, the employee will be covered as follows while filling a temporary full time opening;
- a. As per Article 12.01, 12.03 (b) (ii), 13.10 (b), and 17.05, employees filling a temporary full time vacancy will be covered by the full time provisions of the collective agreement for the purposes of scheduling and for the overtime payment trigger (37.5 hours) at which they are eligible for overtime.
  - b. As per Article 8.02, 13.05 (a) (i), and 20.01, employees filling a temporary full-time vacancy will be covered by the part time provisions of the collective agreement for the purposes of seniority, call-ins, in lieu benefits and cancellations.

For further clarity: employees who are filling TFT positions shall be placed on the PT call in list in accordance with their seniority and shall be called in as per the PT provisions, with the FT eligibility for premium pay.

- c. An employee filling a temporary full time vacancy will have the option of reverting back to RPT and receiving training or the option of completing the temporary full time position and be the first to be offered training when another need arises.

27.06 When the Employer introduces changes to job qualifications then the Union shall be notified prior to the implementation of the job posting procedure.

**27.07 Temporary Employees**

- a. When a permanent vacancy becomes available regular full time, regular part time and casual part time applicants will be given consideration prior to consideration being given to employees hired temporary full time or temporary part time employees upon employment.
- b. Employees hired on a temporary basis upon employment will not accrue seniority during the temporary vacancy. However, it is agreed that seniority would accrue for the purposes of scheduling.
- c. Should an employee hired temporary part time or temporary full time upon employment be successful in securing a permanent position within the bargaining unit prior to the end of the temporary placement, they shall be credited with seniority accrued from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.
- d. A temporary part time employee (except employees hired expressly for the summer period) shall be considered a Regular Part Time employee for the purposes of scheduling and shall be scheduled in accordance with the Regular Part Time scheduling provisions.

<b>ARTICLE 28 - UNIFORM AND SAFETY FOOTWEAR ALLOWANCE</b>
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28.01 **Full time** - With respect to any employee who is required as part of their duties to wear a uniform and where such uniform is not made available to the employee by the Employer, the Employer shall pay to such employee a uniform allowance in the monthly amount of nine

dollars (\$9.00). Maintenance staff will have their uniforms supplied and laundered. Employer supplied uniforms must remain on the premises and cannot be removed without prior consent by their manager.

- 28.02 Where an employee is required as part of **their** duties to wear safety footwear, **they** shall be reimbursed up to one hundred dollars (\$100.00) maximum per calendar year for the purchase of CSA approved safety footwear. Payment will be made upon presentation of receipt for purchase.

Employees should be reimbursed without income tax being deducted if they produce a receipt. Employees will be notified by the employer of the appropriate footwear for their duties.

## **ARTICLE 29 - TECHNOLOGICAL CHANGE**

- 29.01 Technological Change means the automation of equipment, or the mechanization or automation of operations or the replacement of existing equipment of machinery with new equipment or machinery which results in the displacement of an employee from their regular job.
- 29.02 Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 29.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

## **ARTICLE 30 - HEALTH AND SAFETY**

- 30.01 a. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury, and illness.
- b. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member employee of its Accident Prevention - Health and Safety Committee one (1) full time and one (1) part time representative selected or appointed by the Union from amongst bargaining unit employees, to be trained as certified Health and Safety representative at a course approved by the Workers' Health and Safety Committee.
- 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 co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e. Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f. Any representative appointed or selected in accordance with (b) hereof shall serve for a term of two (2) calendar years from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work for which the representative(s) shall be paid by the Employer at their regular rate.
- g. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h. Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's

physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if **they** so request, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 16.04.

- i. Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Employer will provide at no cost to the employees, a Hepatitis B vaccine.
- j. Employees Personal Property: The Employer will consider requests for reimbursement for damages incurred to the Employee's personal property such as eyeglasses, watches, ripped uniforms, personal clothing as a result of being assaulted while performing work at comparable replacement value or repair upon presentation of receipts.

30.02 All time spent by an employee attending meetings or Employee Safety Tours of the Occupational Health and Safety Committee shall be deemed to be work time for which **they** shall be paid by the Employer at **their** straight time hourly rate and shall be entitled to such time from work as is necessary to attend scheduled meetings.

30.03 Employees who are pregnant shall not be required to operate VDT's. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

30.04 The Employer agrees to have policies and procedures to deal with harassment. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the department manager, Human Resources, or a Union Representative. New Employees will be provided with a summary of the policy at orientation.

## **ARTICLE 31 - VALIDITY**

- 31.01 Where any provision of this Agreement or any practice there under is at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provision of this Agreement conform to the law.

## **ARTICLE 32 - EXCLUDED PERSONS**

- 32.01 Persons excluded from the bargaining unit will not perform duties normally performed by employees in the bargaining unit to the extent it will directly cause or result in the layoff of employees in the bargaining unit or except for the purposes of instruction, emergencies or when bargaining unit employees are not available.

## **ARTICLE 33 - PRINTING OF AGREEMENT**

- 33.01 The parties agree that the within Agreement will be printed by a printer and in such numbers as the Parties may mutually agree, with the costs being shared equally by the parties.

## **ARTICLE 34 - COMPASSIONATE LEAVE**

- 34.01 Compassionate leave will be granted to employees in accordance with the provisions of ESA. During that period, benefits would continue in accordance with Article 16.05.

## **ARTICLE 35 - HARRASSMENT POLICY**

- 35.01 The Union and the Employer agree to abide by the OHRC. Agreement to follow the Chatham-Kent Health Alliance Mutual respect policy. An employee who believes that **they have** been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 37 and Article 39 of the Collective Agreement prior to filing a complaint with the OHRC.

## **ARTICLE 36 - EDUCATION FUND**

- 36.01 The Employer agrees to pay annually, by February 28 of each year, three thousand dollars (\$3000) to the Union's Education Fund.

## ARTICLE 37 - GRIEVANCE PROCEDURE

- 37.01 **Grievance Procedure** – For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement.
- 37.02 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until **they have** first given **their** immediate Supervisor the opportunity of adjusting **their** complaint. If an Employee has a complaint, such complaint shall be discussed with **their** immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within five (5) working days, the Employee may proceed with the grievance procedure within five (5) working days following the decision of the immediate Supervisor. Any Employee is entitled, upon request, to have a Union Steward present with them when meeting with the immediate Supervisor to attempt to adjust **their** complaint. (Either Party may request time extension, verified in writing, and both Parties agree to give full consideration to compliance with such requests.)
- 37.03 A Grievance of an Employee properly arising under this Agreement shall be submitted in the following manner and sequence:

**Step 1** - The Employee, with the assistance of a Steward, if **they** so desire, may present their grievance in writing, and signed by the grievor, to their immediate Supervisor. The nature of the grievance, the remedy sought, and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. Failing settlement, the immediate Supervisor shall deliver their decision in writing within five (5) working days following the presentation of the grievance to them.

**Step 2** - Within five (5) working days following the decision under Step 1, the grievance must be submitted to the Director of Human Resources (or **their** designate). Within fourteen (14) working days of receipt by the Director of Human Resources, a meeting will be held unless an extension is mutually agreed to by the parties. Either

party may have assistance from outside the workplace at this stage if desired.

The Director of Human Resources (or **their** designate) shall give **their** written disposition within five (5) working days of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) working days after the reply in Step 2 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

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 and the Union and the Employees involved.

At all steps of the grievance procedure, the grievor shall have the assistance of a Union Steward who may attend the grievance meeting. Upon mutual agreement, Steps 1 and 2 may be replaced with a special meeting attended by and governed under provisions set out in this Article 36.

**Policy Grievance** - A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within fifteen (15) calendar days of the event giving rise to the grievance. Failing settlement under Step 2 within fifteen (15) calendar days, it may be submitted to arbitration in accordance with Article 38. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could **themselves** institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.

A grievance by the Employer shall be filed with the bargaining unit Chief Steward or designate.

**Group Grievance** - 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, signed by

each employee who is grieving to the immediate Supervisor or designate, within five (5) working days after the circumstances giving rise to the grievance have occurred. The grievance shall be then treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

**Time Limits** – The parties agree that Saturdays, Sundays, and statutory holidays as recognized by this collective agreement shall not be counted in determining the time within which any step of the grievance or arbitration procedure must be taken

#### **37.04 Dispute Resolution**

- a. Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to an Arbitrator.
- b. Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation or longer period as agreed by the parties.
- c. No matter may be submitted to a Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d. The parties shall agree on a mediator.
- e. Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made, and legal counsel shall not be used by either party.
- f. The Mediator will have the authority to meet separately with either party.
- g. If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective

agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

- h. The Union and the Employer will share the cost on a 50/50 basis of the mediator and any other costs incurred by the mediator.
- i. The Employer will ensure that there is no loss in regularly scheduled hours for a Steward and one (1) grievor for attendance at the mediation hearing.

## **ARTICLE 38 - DISCHARGE CASES**

- 38.01 a. In the case of a grievance alleging improper discharge of any employee employed within the Bargaining Unit described in Article 2.01 of this Agreement, the discharged employee shall submit **their** grievance in writing to the Director of Human Resources or designate within five (5) working days after the date of **their** discharge. The Director of Human Resources or designate shall convene a meeting with the aggrieved employee, the Departmental Steward, the **Chairperson** and the Ontario Representative of the Union within five (5) days after the date on which the Director of Human Resources or designate received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Director of Human Resources or designate shall deliver **their** decision in writing to the **Chairperson** within three (3) days after the date of the meeting and a copy shall be mailed to the Union Office. If the written decision of the Director of Human Resources or designate is not satisfactory to the Union, the grievance may be taken to arbitration in accordance with the provisions of this Article and Article 38 of this Collective Agreement.
- b. The Employer agrees that where action is taken against an employee by way of suspension or discharge, a copy of such notice shall be given to the employee and the Union within three (3) working days following such action. Failure to provide such written notice, however, shall not in any way nullify the action taken by the Employer.

- 38.02 A claim by a probationary employee that **they have** been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve for reasons of release which are arbitrary, discriminatory, in bad faith or when exercising a right under this Agreement. The written grievance must be received by the Employer within seven (7) days after the date the release is effective. Such special grievances 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 or without full compensation for the time lost, or
  - c. by any other arrangement may be deemed just and equitable.

#### **ARTICLE 39 - ARBITRATION**

- 39.01 When either party requests that any matter be submitted to arbitration as herein provided, the request shall be made in writing accompanied by the name of the party's nominee. Within five (5) days after the receipt of such request, the other party shall select a nominee and give notice thereof to the other party.
- 39.02 No person may be appointed who has been involved in an attempt to negotiate or settle the grievance.
- 39.03 If within five (5) days thereafter, the nominee representing each party cannot agree upon an arbitrator, a request shall be addressed to the Minister of Labour of Ontario, who shall appoint an arbitrator. Upon the appointment of such arbitrator, **they** shall be the Chairman of the Board of Arbitration and the matter of the grievance shall be submitted to such Board as rapidly as possible. Each party shall pay the nominee appointed by it and the arbitrator shall be paid as to one-half (½) by each of the parties.
- 39.04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 39.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement. Any decision or penalty made or imposed by the Employer, which does not involve the interpretation, application, administration or violation of this

Agreement, may not be dealt with any way by the Arbitrator or Board of Arbitration.

- 39.06 Proceedings before the Arbitration Board will be expedited by the parties hereto. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.
- 39.07 The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board as referred to in this Collective Agreement at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### **ARTICLE 40 - DURATION**

- 40.01 This agreement shall be effective on the first (1st) day of April, two thousand and **twenty-two (2022)** and shall remain in effect until the thirty-first (31st) day of March, two thousand and **twenty-four (2024)** and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein with in the period from ninety days prior to the renewal date. Should neither party give such notice, this Agreement shall renew for a period of one (1) year.
- 40.02 All terms and conditions agreed to in collective bargaining and those awarded in interest arbitration shall become effective on the date the award was received, or the effective date(s) awarded or otherwise agreed. Retroactive payments for the wages awarded shall be as outlined in the award or in the Memorandum of Settlement, and shall be paid on a separate cheque.

#### **ARTICLE 41 - PROFESSIONAL RESPONSIBILITY**

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

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they

have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- i. At the time the workload issue occurs, discuss the issue within the unit/program with the appropriate manager and employees involved to develop strategies to meet patient care needs using current resources.
- ii. If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital who has responsibility for timely resolution of workload issues.

Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with their Manager or designate on the date that the manager and the nurse are both working or within five (5) calendar days, whatever is sooner. The manager will provide a written response to the complainants with a copy to the Bargaining Unit Chief Steward. If the response is unsatisfactory, the parties can resolve through Labour-Management.

The Hospital will recognize four (4) RPNs with no more than one (1) RPN from any one department to sit on this committee and four (4) employer representatives including the Chief Nursing Officer and Human Resources Officer.

- 41.02 A nurse is required to have a renewed Certificate of Registration on or before February 15th of each year. The Hospital will obtain evidence that their Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that their Certificate of Registration has been reinstated, **they** shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital.

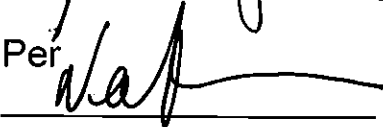
DATED at Chatham ON, this 13 day of February, 2024.

Signed on behalf of  
**CHATHAM-KENT HEALTH ALLIANCE**

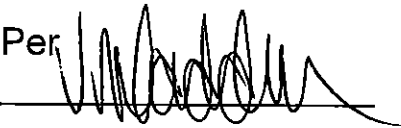
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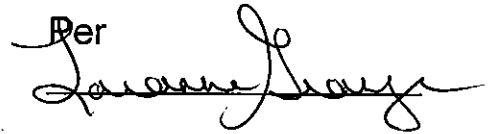
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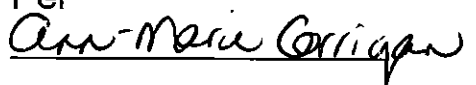
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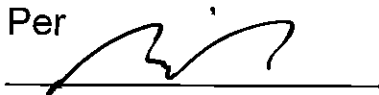


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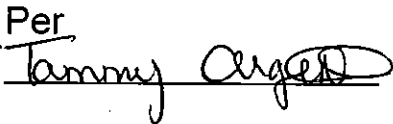


Signed on behalf of  
**UNIFOR AND ITS LOCAL 2458**

Per



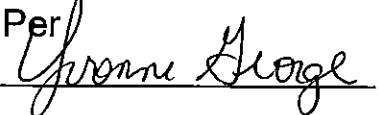
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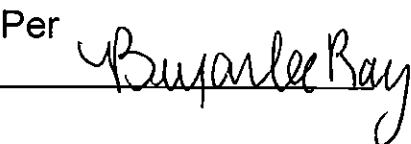
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## SCHEDULE "A"

### CLASSIFICATIONS AND RATES OF PAY

	Previous	April 1 2019	April 1 2020	April 1 2021	April 1 2022	April 1 2023	August 22 2023
		1.6%	1.65%	4.75%	3.5%	3.5%	
<b>RPN, RPN/Clinical Support</b>							
Level 1	28.56	29.02	29.50	30.90	31.98	33.10	35.10
Level 2	28.94	29.40	29.89	31.31	32.41	33.54	35.54
Level 3	29.34	29.81	30.30	31.74	32.85	34.00	36.00

<b>Trades</b> (Plumber, Electrician, Carpenter, Air Condition, Ref. Mechanic, Industrial Millwright, 2nd Class Stationary Engineer), Maintenance General and Building Operator who hold one of the designated Trade certificates as identified above							
Level 1	28.04	28.49	28.96	30.34	31.40	32.50	
Level 2	28.47	28.93	29.41	30.80	31.88	33.00	
Level 3	28.88	29.34	29.83	31.24	32.34	33.47	

<b>Non-Registered MDR Technician, Unite Aide, Non-Registered OR Support Assistant (no CSAO course)</b>							
Level 1	22.26	22.62	22.99	24.08	24.92	25.79	
Level 2	22.47	22.83	23.21	24.31	25.16	26.04	
Level 3	22.82	23.19	23.57	24.69	25.55	26.45	

<b>Material Handler, Dialysis Assistant</b>							
Level 1	22.42	22.78	23.16	24.26	25.11	25.99	
Level 2	22.62	22.98	23.36	24.47	25.33	26.21	
Level 3	22.97	23.34	23.73	24.85	25.72	26.62	

<b>Assistant Cook, Laundry General, Linen Porter</b>							
Level 1	22.05	22.40	22.77	23.85	24.69	25.55	
Level 2	22.34	22.70	23.08	24.18	25.03	25.91	
Level 3	22.74	23.10	23.49	24.60	25.46	26.35	

<b>Dietary Aide, Housekeeper, Lab Aide, Physio Aide</b>							
Level 1	21.90	22.25	22.62	23.69	24.52	25.38	
Level 2	22.05	22.40	22.77	23.85	24.69	25.55	
Level 3	22.40	22.76	23.14	24.23	25.08	25.96	

<b>Maintenance General, Painter</b>							
Level 1	24.44	24.83	25.24	26.44	27.37	28.32	
Level 2	25.04	25.44	25.86	27.09	28.04	29.02	
Level 3	25.63	26.04	26.47	27.73	28.70	29.71	

<b>Building Operator - No Trade Certificate</b>						
Level 1	27.31	27.75	28.21	29.55	30.58	31.65
Level 2	27.74	28.18	28.65	30.01	31.06	32.15
Level 3	28.15	28.60	29.07	30.45	31.52	32.62

<b>Rehab Assist-Physio, Occupational Therapist Assistant</b>						
Level 1	25.80	26.21	26.65	27.91	28.89	29.90
Level 2	26.21	26.63	27.07	28.36	29.35	30.38
Level 3	26.59	27.02	27.46	28.77	29.77	30.81

<b>MDR Tech</b>						
Level 1	23.39	23.76	24.16	25.30	26.19	27.11
Level 2	23.53	23.91	24.30	25.46	26.35	27.27
Level 3	23.89	24.27	24.67	25.84	26.74	27.68

<b>OR Support Assistant</b>						
Level 1	23.39	23.76	24.16	25.30	26.19	27.11
Level 2	23.51	23.89	24.28	25.43	26.32	27.25
Level 3	23.89	24.27	24.67	25.84	26.74	27.68

<b>Porter</b>						
Level 1	22.07	22.42	22.79	23.88	24.71	25.58
Level 2	22.47	22.83	23.21	24.31	25.16	26.04
Level 3	22.82	23.19	23.57	24.69	25.55	26.45

<b>Ward Clerk</b>						
Level 1	23.49	23.87	24.26	25.41	26.30	27.22
Level 2	23.80	24.18	24.58	25.75	26.65	27.58
Level 3	24.12	24.51	24.91	26.09	27.00	27.95

<b>Staffing Unit Clerks</b>						
Level 1	23.29	23.66	24.05	25.20	26.08	26.99
Level 2	23.59	23.97	24.36	25.52	26.41	27.34
Level 3	23.92	24.30	24.70	25.88	26.78	27.72

<b>Cook</b>						
Level 1	23.23	23.60	23.99	25.13	26.01	26.92
Level 2	23.83	24.21	24.61	25.78	26.68	27.62
Level 3	24.48	24.87	25.28	26.48	27.41	28.37

<b>Certified EMG Tech</b>						
Level 1	30.91	31.41	31.93	33.45	34.62	35.83
Level 2	33.26	33.79	34.35	35.98	37.24	38.54

Level 3	35.60	36.17	36.77	38.51	39.86	41.26
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Non-Certified EMG Tech						
Level 1	22.14	22.49	22.87	23.95	24.79	25.66
Level 2	23.83	24.21	24.61	25.78	26.68	27.62
Level 3	25.52	25.93	26.36	27.61	28.57	29.57

Personal Support Worker							Upon Ratification
Level 1	22.90	23.27	23.65	24.77	25.64	26.54	28.54
Level 2	23.06	23.43	23.82	24.95	25.82	26.72	28.72
Level 3	23.43	23.81	24.20	25.35	26.24	27.16	29.16

ED Liaison						
	16.29	16.55	16.82	17.62	18.24	18.88

Dietary Technician						
Level 1	22.15	22.50	22.88	23.96	24.80	25.67
Level 2	22.32	22.68	23.05	24.15	24.99	25.87
Level 3	22.67	23.03	23.41	24.52	25.38	26.27

Summer Student	
	In accordance with the <i>Employment Standards Act</i>

## **LETTER OF UNDERSTANDING #1**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **MILEAGE (TRANSITIONAL)**

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It is understood the principle of one program – two sites applies to the Chatham-Kent Health Alliance. It is understood that there currently exist integrated scheduling of staff between sites and that any future changes to integrated scheduling will be communicated to the Union in advance.

- a. There will be a six (6) month transitional period from the time of notification to the employees that integrated schedules are in effect where the following conditions will be in effect.

If employees have previously received notification of integrated schedules, they will only receive the transitional mileage from the date they began integrated scheduling. If integrated scheduling has already exceeded six months, then the normal guidelines will apply upon ratification.

For the transitional period, the Employer will pay mileage at the rate of \$0.34/km to an employee if the employee is assigned a shift to a site that is not their home site. The mileage will apply only if the employee has to travel extra kilometres from their permanent residence to the new assigned work site.

The Employer will pay up to a maximum of 60 km round trip. This Article does not apply to new postings where it is understood that there is a requirement to work multiple sites.

Subsequent to the six-month transitional period the following guidelines will apply to inter-site transfers:

- b. Mileage: The Alliance will pay mileage at the rate of \$0.38/km or Hospital Policy whichever is greater to an employee if the employee is assigned work at another site during the shift. The Employer will pay for 30 km one way from Chatham to Wallaceburg or vice versa and pay the return kilometres if it applies.
- c. Employees will not be requested to perform work at the other site without proper orientation and training

## **LETTER OF UNDERSTANDING #2**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **TEMPORARY FULL-TIME SUPERNUMERARY POSITIONS NEW NURSING GRADUATE FUNDING INITIATIVE RPN**

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The Hospital and **Unifor** agree to the creation of temporary full-time supernumerary positions for Registered Practical Nurses (RPNs) in accordance with the following provisions:

- a. The supernumerary positions are for newly graduated RPNs who graduated from a nursing program;
- b. Will work in a temporary full-time supernumerary position;
- c. Temporary full-time positions created in accordance with this Letter of Understanding will not be subject to internal postings;
- d. Will be considered temporary full-time and covered by the terms and conditions of full-time -employment and will be in formal mentorship arrangements;
- e. These supernumerary positions shall be in addition to the regular staff complement;
- f. Regular staff will not be cancelled as a result of these additional positions;
- g. The duration of such supernumerary appointments will be for six (6) months unless an employee in a supernumerary position has not successfully posted into a permanent position by the end of the six (6) month period, their employment will be extended for an additional six (6) week period as supernumerary full time, funded by CKHA;

- h. Employees in supernumerary positions can apply for posted positions but cannot transfer until after the three (3) month probationary period is completed;
- i. Seniority will not accrue for the period of employment in the supernumerary position;
- j. Either party may terminate this arrangement in the event of a layoff.
- k. The Parties, therefore agree that service will not accrue for the period of employment in the supernumerary position;
- l. In the event a new graduate RPN is successful in obtaining a position with the Alliance and transfers from the temporary position funded by the New Graduate Funding Initiative the seniority provisions of the collective agreement will apply but will not be granted any seniority for hours worked during the period of employment funded by the New Graduate Funding Initiative.

## **LETTER OF UNDERSTANDING #3**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **RE: ARTICLE 26.02 - FULL TIME JOB PICKS GUIDELINES**

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When a vacancy becomes available within a classification within a department/unit, it will be offered to full time employees within the classification within the department/unit concerned, by order of seniority.

- a. Should a vacancy become available within a classification within a department/unit that requires a job pick to be initiated in accordance with Article 25.02; only those employees who hold a position within that classification and department/unit are eligible to take part in the job pick. The successful employee as result of the vacancy and subsequent job posting is not eligible to take part in that job pick and would assume the position left vacant after the job pick is completed.
- b. Should another vacancy occur within that classification within that department requiring another job pick to be initiated in accordance with Article 25.02, prior to the actual transfer of the employee who was successful in the job posting as outlined above, that employee then would be considered to hold a position within that classification within that department/classification (for the purposes of Article 25.02 only) and would be eligible to take part in the job pick process.
- c. A job pick will also be triggered if a shift start time changes by two (2) hours or greater or if a position did not previously work any weekends and is now required to work weekends or if a position previously worked weekends and is now no longer required to work weekends.



## LETTER OF UNDERSTANDING #4

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### TEMPORARY RESEARCH OPPORTUNITIES IN EXCESS OF SIX (6) MONTHS

---

Whereas, the Parties have had discussions regarding Temporary Research Opportunities in excess of six (6) months, the Parties agree to the following:

1. When a research opportunity within a **Unifor** classification arises that is anticipated to exceed six (6) months, a Notice of Opportunity will be posted on the job posting bulletin board in accordance with Article 26, Temporary Openings.
2. Upon completion of the research opportunity position the successful candidate will revert to their former position, should it still exist and the employees who filled the subsequent vacancies will likewise be returned to their former positions should they still exist.

## **LETTER OF UNDERSTANDING #5**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **CANCELLATION OF SHIFTS DUE TO TEMPORARY CLOSURES OF THE OPERATING ROOM, POST ANAESTHETIC CARE UNIT (PACU), DAY SURGERY AND MDRD DEPARTMENTS (ONLY)**

---

1. The parties understand and agree that full-time employees, who are re-assigned to one of the above mentioned departments only (inclusive of full time housekeeping employees assigned to one of the above referenced areas), may be scheduled to work outside their Master Rotation during the planned closure of the Operating Room/PACU, and its impact to Day Surgery and MDRD Departments, during the Christmas closure period, March Break closure period, and Summer closure period.
2. The parties further agree that full-time employees described in item 1 above, who might with approval voluntarily choose to utilize vacation days from the next calendar year's vacation entitlement (for the Christmas period only) or take an unpaid leave of absence during one or more of these temporary closures and who might be interested to accept additional call-in shifts at regular rate of pay during the closure, must express their interest in writing to their Manager in advance of the schedule being posted. Full-time employees referred to in this section will be called for additional call-in shifts within their department (in the case of housekeeping employees, they can only be called in to work in the area they are assigned to as referenced in #1 above) on the basis of seniority prior to regular part-time employees. For clarity, these additional call-in shifts shall not be construed as a call-back.

## LETTER OF UNDERSTANDING #6

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### EDUCATION/TRAINING HOURS

---

**WHEREAS**, the Union and the Hospital have had detailed discussions with regard to the impact of Education/Training hours on scheduling and overtime calculations;

**WHEREAS**, Article 13.01 g) vii) of the Collective Agreement states - Training days will not count in the division of scheduled time;

**NOW, THEREFORE**, the Parties agree as follows:

1. Notwithstanding Article 12.03 of the Collective Agreement, paid education hours/days will not count towards eligibility for overtime, scheduled hours, or call ins. These hours are invisible for purposes of overtime or call-ins.
2. Orientation shifts and education/training hours take place during a scheduled shift will count for the above purposes.
3. An employee who engages in paid education hours as per Paragraph 1 will still be eligible for a scheduled shift or call-in shift on that day, and the education hours will not be considered with regard to overtime pay.

**Example #1** – employee is booked to attend an all-day class on Pump Training – this does not count for the purposes of eligibility for the purposes of call-in or overtime.

**Example #2** – employee is scheduled 0700 to 1500 hours and for 2 hours of the shift they attend a training session – this shift counts for the purposes of call-ins and determining eligibility for overtime.

**Example #3** – employee is scheduled 1000 – 1700 for a training shift to learn the job, this counts for the purposes of call ins and determining eligibility for overtime.

## LETTER OF UNDERSTANDING #7

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### ENGINEERING DEPARTMENT

---

**WHEREAS**, the Union and the Hospital have had ongoing discussions regarding the payment of full-time employees of the Engineering Department when called into work outside their regularly scheduled hours;

**NOW, THEREFORE**, the Parties agree as follows on a without prejudice basis:

Notwithstanding Article 24.01, if a Full-time employee of Engineering Department is called in to work outside of **their** regularly scheduled hours and is not on standby, **they** shall be paid in accordance with Article 24.01.

## LETTER OF UNDERSTANDING #8

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### SENIORITY ORDER WHEN SENIORITY IS IDENTICAL

---

**WHEREAS**, there Union and the Employer have discussed when employees have the exact same seniority at a particular point in time and what will determine who has the greater seniority;

**NOW, THEREFORE**, the Parties agree as follows:

1. Seniority will be as outlined in Article 8 of the collective agreement; Casual and Regular Part time by hours of seniority and Full time by seniority date
2. Notwithstanding Article 8, when the seniority is identical between two (2) or more employees, the following shall be used in the following order to determine their order of seniority;
  - a. date of employment (if the same go to b);
  - b. employee number, with the understanding that the lower employee number is more senior.

## LETTER OF UNDERSTANDING #9

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### MEDICINE/SURGERY/CCC/REHAB/OCCUPATIONAL HEALTH AND SAFETY

---

**WHEREAS**, the Hospital and the Union have had discussions regarding on going staffing issues on Medicine Unit (Chatham and Sydenham Campuses), Continuing Care (CCC) Unit; Rehab Unit and Occupational Health and Safety Department (Influenza Clinics); Surgery:

**AND WHEREAS**, the Union and the Hospital have a common desire to enhance the quality of work life and improve retention of the RPNs on these units and to ensure the ability to provide good quality and safe patient care;

**NOW, THEREFORE**, the Parties agree without prejudice or precedent:

- To the continuation of a CPT, RPN float pool, to be utilized for shifts that become available on Medicine Chatham, Medicine Sydenham, CCC, Rehab, **and** Surgery Units after the schedule is posted and after shifts have been firstly offered to RPT RPNs on that unit, Lettered Staff to that unit and CPT on that unit. Shifts will then be offered to the RPNs in the CPT Float Pool in accordance with Article 13 and with regard to seniority.
- RPN CPT, Float Pool positions will be posted in accordance with the job posting language.

## LETTER OF UNDERSTANDING #10

Between  
CHATHAM-KENT HEALTH ALLIANCE

and  
UNIFOR AND ITS LOCAL 2458

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### PERSONAL SUPPORT WORKERS (PSW), CASUAL PART TIME (CPT) FLOAT POOL

---

**WHEREAS**, the Hospital and the Union have had discussions regarding PSW CPT staffing issues across the Hospital;

**AND WHEREAS**, the Union and the Hospital have a common desire to enhance the quality of work life and improve retention of the CPT PSWs and to ensure the ability to provide good quality and safe patient care;

**NOW, THEREFORE**, the Parties agree without prejudice or precedent:

- To the creation of a CPT, PSW float pool, to be utilized for shifts that become available before or after the schedule is posted as follows:
- Scheduling of CPT -PSWs from the Float Pool on a unit is done after all RPT PSWs—on that unit (if applicable) are scheduled/offered up to full time hours, then the most senior CPT PSW-in the Float Pool can be scheduled up to commitment then the next senior and so on.
- After the schedules have been posted available shifts are to be offered firstly to RPT PSWs on that unit not at full time hours, then Lettered PSW Staff and CPT PSW Staff on that unit. Shifts will then be offered to the PSWs in the CPT Float Pool in accordance with Article 13.
- The CPT, PSW-Float Pool positions will be posted in accordance with the job posting language.

## **LETTER OF UNDERSTANDING #11**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **JOB QUALIFICATIONS**

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The parties agree to meet to discuss the process for updates to job qualifications, whereby the union is provided an opportunity to provide input. The goal of this process is to better standardize qualifications, as well as other job requirements (e.g. minimum baseline test scores, interviews, assessments etc.), resulting in less frequent changes to job requirements and increase transparency. The parties shall meet upon ratification, or sooner if agreeable by both parties.

## LETTER OF UNDERSTANDING #12

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **REGISTERED PRACTICAL NURSE (RPN, CASUAL PART TIME (CPT) FLOAT POOL – ED & PCU**

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**WHEREAS**, the Hospital and the Union have had discussions regarding ongoing staff issues on the Progressive Care Unit and Emergency Department;

**AND WHEREAS**, the Union and the Hospital have a common desire to enhance the quality of work life and improve retention of the RPNs on these units and to ensure the ability to provide good quality and safe patient care;

**NOW, THEREFORE**, the Parties agree without prejudice or precedent:

- To the continuation of a CPT, RPN float pool, to be utilized for shifts that become available on Progressive Care Unit and Emergency Department
- After the schedule is posted and after shifts have been firstly offered to RPT RPNs on that unit, Lettered Staff to that unit and CPT on that unit.
- RPN CPT, Float Pool positions will be posted in accordance with the job posting language.

## **LETTER OF UNDERSTANDING #13**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **MENTAL WELLNESS**

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**The parties agree that a psychologically healthy work environment is a desirable objective for both the Hospital and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.**

**Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Labour Management agenda.**

## **LETTER OF UNDERSTANDING #14**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **COMMITMENT TO EQUITY, DIVERSITY, AND INCLUSIVITY**

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The parties agree the workplace environment is reflective of the communities it serves, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the parties will endeavour in the first year of the Collective Agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

## **LETTER OF UNDERSTANDING #15**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **VIOLENCE AGAINST WOMEN**

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The parties agree to recognize a Women's Advocate who shall be a female Unifor member who can be called upon to meet with members who are experiencing a domestic abuse situation, as required, discuss problems with them and make any necessary referrals.

Upon request, the Employer will provide access to a private meeting room or office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate. The Union will fund the training, and the Employer will grant the appropriately requested time off.

The Union acknowledges that the Employer is under no obligation to refer a member to the Women's Advocate or advise the Women's Advocate on behalf of the employee.

Furthermore, the parties agree a female employee may elect not to involve the Women's Advocate. Should they elect to do so, Employer is not responsible, nor liable for the actions of the Women's Advocate.

## **LETTER OF UNDERSTANDING #16**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **AUTOMATED CALL – OUT SYSTEM**

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The hospital has implemented an automated shift callout system within the bargaining unit. The rollout of this initiative have been a phased approach. It is the intention of the hospital to expand this system to other areas of the bargaining unit such as Housekeeping, Dietary, Portering, MDRD etc. The hospital will consult with the union regarding implementation. The hospital will provide regular updates to the union on the status and progress of this project.

## **LETTER OF UNDERSTANDING #17**

**Between  
CHATHAM-KENT HEALTH ALLIANCE**

**and  
UNIFOR AND ITS LOCAL 2458**

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### **STUDENT SUPERVISION**

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**Nurses, required to, will supervise activities of students in accordance with the current College of Nurses of Ontario Practice Guidelines Supporting Learners. Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Hospital by the educational Institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and student to facilitate successful completion of the assignment.**

**Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.**

**Prior to mandating a nurse to supervise students the employer will first canvas volunteers to take a student.**

## LETTERS OF UNDERSTANDING – SIGNING PAGE

Between  
**CHATHAM-KENT HEALTH ALLIANCE**

and  
**UNIFOR AND ITS LOCAL 2458**

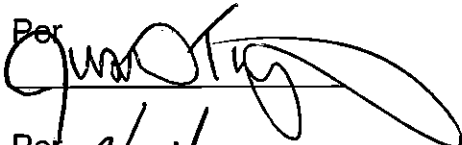
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The parties agree to abide by the **seventeen (17)** Letters of Understanding contained herein.

DATED at Chatham ON, this 13 day of February, 2024.

Signed on behalf of  
**CHATHAM-KENT HEALTH ALLIANCE**

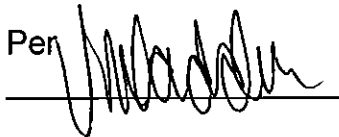
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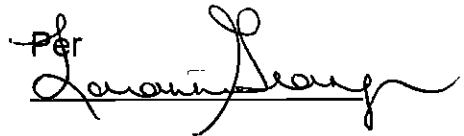
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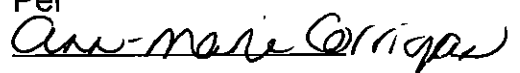
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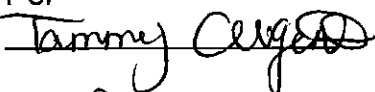
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Signed on behalf of  
**UNIFOR AND ITS LOCAL 2458**

Per



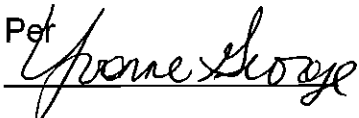
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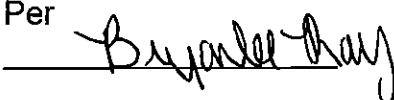
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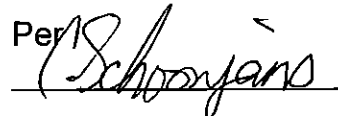
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