

# **COLLECTIVE AGREEMENT**

- between -

## **ERIE SHORES HEALTHCARE**

**(SERVICE UNIT)**

- and -

## **UNIFOR AND IT'S LOCAL 2458**

**EXPIRY DATE. SEPTEMBER 30, 2024**

**FOREWORD**

This Agreement resulting from Collective Bargaining between Erie Shores Healthcare and Unifor and its Local 2458 is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Stewards or Union representatives concerning any matter pertaining to the provisions of this Agreement.

WHEREAS the Union was originally recognized by certificate date July 16, 1958 and rights acquired by Unifor on August 15, 2001, as the certified bargaining agent for all employees of Erie Shores Healthcare at Leamington, save and except professional medical staff, graduate nursing staff, under-graduate nurses, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel such as psychologists, electroencephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians, supervisors, persons above the rank of supervisor, office staff, and persons employed for the school vacation periods.

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Union is hereby established as the sole collective bargaining agent for all employees in the classifications referred to in the first unnumbered paragraph hereof, and particularly to those set out in the schedule of job classifications and wage rates attached as Appendices to this Collective Agreement.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either collectively or individually which will conflict with any of the provisions of the Collective Agreement. However, the conditions of this bargaining contract shall not be construed to deprive any employee of the rights he has by law to discuss personally with the Employer any conditions of his employment with Erie Shores Healthcare.
- 2.03 It is agreed that no persons excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in the case of emergency beyond the control of the Employer.
- 2.04 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results.

Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides, in its commercial arrangement for contracting out the work, that the contractor to whom the work is being contracted shall.

1. employ the employees thus displaced from the Hospital; and
2. in doing so stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

On request by the Union, the Hospital will undertake to review contracted services, which may be considered appropriate and customary work of the bargaining unit. The purpose

## TABLE OF CONTENTS

FOREWORD .....	3
ARTICLE 1 – PURPOSE .....	4
ARTICLE 2 – RECOGNITION .....	4
ARTICLE 3 – UNION MEMBERSHIP AND CHECK-OFF .....	5
ARTICLE 4 – UNION INTERVIEWS .....	6
ARTICLE 5 – NO STRIKE OR LOCKOUT .....	6
ARTICLE 6 – MANAGEMENT RIGHTS.....	6
ARTICLE 7 – GRIEVANCE PROCEDURE.....	7
ARTICLE 8 – ARBITRATION .....	10
ARTICLE 9 – DISCIPLINE / DISCHARGE.....	10
ARTICLE 10 – UNION STEWARDS AND NEGOTIATING COMMITTEE.....	11
ARTICLE 11 – SENIORITY .....	12
ARTICLE 12 – LAYOFF AND RECALL .....	14
ARTICLE 13 – JOB POSTING AND VACANCIES .....	17
ARTICLE 14 – JOB TRANSFERS.....	18
ARTICLE 15 – HOURS OF WORK, OVERTIME AND SCHEDULING .....	19
ARTICLE 16 – DDNN ROTATION FOR REGISTERED PRACTICAL NURSES .....	22
ARTICLE 17 – TEN (10) HOUR TOURS FOR EMERGENCY DEPARTMENT TRANSPORTERS .....	24
ARTICLE 18 – OTHER PREMIUMS .....	25
ARTICLE 19 - LEAVE OF ABSENCE.....	27
ARTICLE 20 – SICK LEAVE AND DISABILITY PROTECTION.....	35
ARTICLE 21 – STATUTORY AND CIVIC HOLIDAYS .....	37
ARTICLE 22 – VACATIONS .....	39
ARTICLE 23 – HEALTH AND INSURED BENEFITS.....	42
ARTICLE 24 – OTHER BENEFITS .....	45
ARTICLE 25 – OTHER PROVISIONS .....	45
ARTICLE 26 – WAGES .....	50
ARTICLE 27 – PRE PAID LEAVE PLAN.....	51
ARTICLE 28– EARLY RETIREMENT .....	53
ARTICLE 29 – VOLUNTARY EXIT OPTION.....	53
ARTICLE 30 – GENERAL .....	54
Unifor Service Wage Scale 2021 .....	57
LETTER OF UNDERSTANDING #1 – RE. UTILIZATION OF RPN SKILLS .....	59
LETTER OF UNDERSTANDING #2 – RE. ROSTER OF ARBITRATORS .....	59
LETTER OF UNDERSTANDING #3 – RE. REVIEW WSIB AND ABSENTEEISM .....	59
LETTER OF UNDERSTANDING #4 – RE. PAID EDUCATION LEAVE PROGRAM .....	59
LETTER OF UNDERSTANDING #5 – RE. LOCAL HOSPITAL INTEGRATION NETWORKS .....	59
LETTER OF UNDERSTANDING #6 – RE. CPR .....	60
LETTER OF UNDERSTANDING #7 – RE. UNION RECORDS .....	60
LETTER OF UNDERSTANDING #8 – RE. PROFESSIONAL PRACTICE.....	61
LETTER OF UNDERSTANDING #9 – RE. PART TIME BENEFITS.....	61
LETTER OF UNDERSTANDING #10 – RE. PROFESSIONAL LIABILITY COVERAGE.....	61
LETTER OF UNDERSTANDING #11 – RE. STUDENT SUPERVISION.....	61
LETTER OF UNDERSTANDING #12 – RE. MENTAL HEALTH/HEALTH AND SAFETY.....	62

of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of the review will be submitted to the Employer-Employee Relations Committee.

### ***ARTICLE 3 – UNION MEMBERSHIP AND CHECK-OFF***

#### **3.01 Union Dues**

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 20<sup>th</sup> 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.

#### **Employee Lists**

- 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, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- i) The Hospital will provide a list of employees and their addresses once each year March 31<sup>st</sup> to the Union.

3.02 The Employer agrees to have such authorization form signed by an employee at the time of hiring to be effective upon completion of their probationary period, provided however that if the employee does not wish to become a member of the Union, the portion of the

authorization form referring to deduction of Initiation Fee and Welfare Assessment shall be deleted and initialed by the employee.

- 3.03 The amount of such dues, initiation fee and welfare assessment shall be certified in writing to the Employer by an authorized officer of the Union.
- 3.04 The Hospital will forward RPNAO (WeRPN) professional fees, upon receipt of written authorization from the RPN on one authorization sheet for all RPNs containing the following provision. "Unifor Local 2458 agrees to indemnify and hold harmless the Hospital against any and all liability which may arise by reason of deductions made by the Hospital from the employee's wages for RPNAO (WeRPN) fees."

#### **ARTICLE 4 – UNION INTERVIEWS**

- 4.01 It is agreed, that upon commencement of employment, new employees will be notified by the Employer as to the existence of the Union and as to the conditions concerning their employment as contained in the Collective Agreement.
- 4.02 The Employer will notify the Union monthly, in writing, of the names of those employees who have completed their probationary period together with the department in which they are working.
- 4.03 The Hospital will arrange a mutually agreeable place and time for an interview of new employees by the Union Chairperson or his/her appointee, which shall not exceed thirty (30) minutes in duration. Such interview shall be held during the employees Hospital-wide orientation period, preferably in a group. Because of this arrangement, the Union agrees that there shall be no solicitation from the membership at any time on the premises of the Hospital.

#### **ARTICLE 5 – NO STRIKE OR LOCKOUT**

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in *The Labour Relations Act*, as amended.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Union acknowledges that it is the exclusive function of the Employer to.
- a) Maintain order, discipline, and efficiency; and to make and alter reasonable rules to be observed by all employees which shall not be inconsistent with the Collective Agreement;

- b) Hire, direct, promote, demote, classify, transfer, layoff, recall, discipline, suspend, or discharge employees; to increase and decrease the working forces provided that a claim that an employee has been discharged or disciplined without a just cause (excepting the discharge of a probationary employee subject to Articles 11.07 and 11.08) may be the subject of a grievance and dealt with as hereinafter provided;
- c) Generally to operate Erie Shores Healthcare in a manner consistent with the obligations of the Hospital to the public in the community served.

6.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.

### ***ARTICLE 7 – GRIEVANCE PROCEDURE***

7.01 For the purposes of this Agreement, a grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. Timelines in this article may be extended by the mutual agreement of the parties in writing.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought to reasonably have come to the attention of the employee. The employee may have the assistance of the employee's Union Representative. If the grievor and immediate supervisor are unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows.

#### **Step No. 1**

The employee, with the assistance of a Union Representative if desired, may submit a written grievance, signed and dated by the employee to the Department Manager or designate. The nature of the grievance, the remedy sought, and wherever possible the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Manager or designate will deliver a decision in writing within seven (7) calendar days of her receipt of the written grievance. The parties

may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

#### Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted to Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s) and the Union Representative, within seven (7) calendar days of receipt of the grievance or within such other time as may be mutually agreed by the parties. Either party may have assistance from outside the Hospital at this stage if desired. Human Resources or designate shall give written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

If an employee's immediate supervisor and Department Manager are the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

#### 7.02 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Hospital or the Union, under Step No. 2, within fourteen (14) calendar days of the event giving rise to the grievance.

Failing settlement, under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with the arbitration procedure.

It is expressly understood that the provisions may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

#### 7.03 Discharge / Suspension Grievance

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

7.04 A claim by an employee who has completed the probationary period that he or she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee, with the Hospital, at Step No. 2 within seven (7) calendar days after the effective date of the discharge or suspension, or notice thereof, whichever should first occur.



#### 7.05 Group Grievance

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

#### 7.06 Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to mediation at any time within fourteen (14) calendar 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 Arbitration.
- (b) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to 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.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following 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, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 8 – ARBITRATION**

- 8.01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.
- 8.02 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.
- 8.03 The notice shall contain a list of three (3) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator. Where a roster of agreed arbitrators exists between the parties, it is agreed that the list will be utilized before this clause.
- 8.04 No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.
- 8.05 The Arbitrator shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.06 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject to Section 48(16) of the *Labour Relations Act, 1995*.
- 8.07 Nothing prevents the parties from using mediation and/or mediation/arbitration as long as the parties mutually agree. Timelines in this article may be extended by the mutual agreement of the parties in writing.

## **ARTICLE 9 – DISCIPLINE / DISCHARGE**

- 9.01 Immediately prior to the discipline meeting the Hospital will provide the Union Representative with notification of the impending discipline. When a meeting is called for discipline or discharge, the employee will have a meeting with their Union Representative prior to meeting with Management. In all cases of suspension or discharge, a Union Committeeperson will be present, unless that right is waived by the employee in the presence of the Union Committeeperson.

## 9.02 Employee File

It shall be the duty of employees to notify the Employer promptly in writing of any change in their address. If an employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fourteen (14) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.

Upon written request once per year, an employee shall have access to his/her personnel file in the presence of his/her supervisor.

## ***ARTICLE 10 – UNION STEWARDS AND NEGOTIATING COMMITTEE***

- 10.01 The Employer acknowledges the right of the Union to appoint or elect a Steward Committee of not more than three (3) employees, one of whom shall be designated Unit Chairperson.
- 10.02 The Employer will discuss and deal with the said Committee with respect to any matter which properly arises under this Collective Agreement during the term hereof, including the settlement of complaints and grievances.
- 10.03 The Union acknowledges that the members of the Steward Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties to attend to Union business, including grievances, without first obtaining permission from their immediate supervisor. Likewise, other employees will not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The Hospital will deal with any two of the above named stewards on any matter properly arising out of this agreement.
- 10.04 It is understood that the Stewards will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Employer will not deduct pay from such employees for time spent in handling grievances of employees, up to but not including arbitration, at their regular rates of pay, and that this does not apply to the time spent on such matters outside of regular working hours.
- 10.05 Where a Steward has been granted time away from the Department pursuant to this Article, the Employer will make every effort to provide a private meeting place, if requested, to enable the Steward to perform their duties herein.

- 10.06 For the purpose of negotiating amendments or renewal of this agreement, the Hospital will recognize a Negotiating Committee of not more than three (3) employees along with the National Union Representative and the President of Unifor Local 2458 or his/her designate.

The names of the negotiating committee members will be submitted to Human Resources well in advance of the negotiating dates to arrange for leave and compensation continuance. The Employees serving on the Negotiation Committee shall suffer no loss of seniority or regular pay for attending negotiations up to and including conciliation meetings (but no arbitration).

10.07 Local Bargaining Committee

Where the Bargaining Unit and the Hospital both agree to participate in Central Bargaining, the Bargaining Committee as defined in the Collective Agreement shall constitute the Bargaining Committee for issues defined by the parties as "Local".

- 10.08 The Employer shall provide the Union Chairperson with four (4) hours per month of paid leave to fulfil the duties of the position. This may include, from time to time, attending scheduled meetings between the Employer and employees or the Employer and the Union, as required. Such time shall be scheduled on the third Tuesday of the month, subject to urgent operational requirements. In the event that the Union Chairperson is in a position that requires that they work extended shifts (ex. 10 or 12-hour shifts), the parties agree to meet to discuss how these hours will be scheduled.

## ***ARTICLE 11 – SENIORITY***

- 11.01 Hospital-wide seniority shall be defined as length of continuous service with the Employer from the date of hiring.
- 11.02 Departmental seniority shall be defined as length of continuous service within a department of the Hospital from the date upon which the employee last became a member of the department.
- 11.03 Separate Hospital-wide and departmental seniority lists shall be posted every six (6) months, namely on May 15th and November 15th in each year by the Employer where they will be accessible to the members of the Union. Copies of said seniority lists shall be mailed to the Union Office on such dates or soon thereafter. The Chief Steward shall be entitled to a copy of such lists. The list shall include the seniority standing and job classification.
- 11.04 An employee shall lose all seniority for the following reasons.  
(a) Employee resigns, retires, or quits. An employee shall be deemed to have quit when he/she gives notice of his/her desire to leave and leaves the Hospitals employment.

- (b) Employee is discharged for just cause which is not changed or modified by the grievance or discharge procedures, which is hereby deemed a termination of employment;
- (c) Layoff for a period of more than twenty-four (24) months, which is hereby deemed a termination of employment;
- (d) When notified to return to work after a layoff, failure to inform the Employer within three (3) days of such notification of his intention to return to work when scheduled and fails to report for work within seven (7) days of notification by registered mail;
- (e) Failure to return to work upon termination of a leave of absence, vacation or disciplinary suspension without reason satisfactory to the Employer;
- (f) Utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted.
- (g) Failure to report for duty for two (2) working days without notifying the Employer or furnishing satisfactory reasons for such leave.
- (h) The unscheduled part time employee does not work for any twelve (12) month period (excluding any approved leaves).

11.05 The Union and the Hospital will conduct a lottery when two or more employees are hired on the same day.

11.06 Transfer and Seniority Outside the Bargaining Unit

It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his/her consent and such assignment shall not exceed three (3) months. This period may be extended by mutual agreement between the Hospital and the Union. Such employees on temporary assignment shall remain members of the bargaining unit and their seniority status will be mutually agreed upon between the Hospital and the Union through a letter of understanding.

11.07 Probationary Employees

New full time employees shall serve as probationary employee for four hundred and fifty (450) hours or the first sixty (60) tours (tour = one shift of seven and one half (7 ½) hours) of continuous employment and, if retained, an employee's seniority shall accumulate from the date of last hire. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance, unless such discharge is discriminatory, arbitrary or in bad faith.

11.08 New part time employees shall serve as probationary employee for four hundred and fifty (450) hours or the first sixty (60) tours of employment. It is agreed that the dismissal or layoff of a casual part time employee (being a part time employee who does not work according to a regular schedule but who is called in on an irregular basis) or of a part time employee during the employee's probationary period shall not be made the subject of a grievance, unless such discharge is discriminatory, arbitrary or in bad faith.

11.09 Upon the written request of the Hospital and with the consent of the Steward and the probationary employee, the above probationary period may be extended for a period not to exceed an additional fifty (50) tours.

11.10 Any employee changing from full time to part time or vice versa shall not be required to serve an additional probationary period.

11.11 Term Certain Employment

(a) Term certain appointments to replace an employee on leave or to perform a special non-recurring task, or any other work of a temporary nature, which are expected to be for periods of up to twelve (12) months (except in the case of a pregnancy/parental leave, in which case it shall be for up to eighteen (18) months), shall first be posted in accordance with the regular job posting provisions. The initial vacancy will be posted and other full or part-time employees may apply. At the expiration of the term, the employee will be returned to their former position.

(b) An individual hired into a term certain appointment shall be treated as a regular employee and covered by the provisions of the Collective Agreement with the exception that at the expiration of their term certain appointment, they will be laid off and shall not have the right to displace any other employee in the bargaining unit, but shall maintain the right to be re-hired at the sole discretion of the Employer.

(c) Similarly, subsequent vacancies will be posted in accordance with the Collective Agreement.

(d) The Hospital will notify the Union should any term certain appointment be extended, provided however that an extension beyond twelve (12) months (with the exception of a pregnancy/parental leave) shall be mutual agreement between the parties.

(e) The Union will be notified in writing by the Hospital whenever an employee has been hired into a term certain position within the bargaining unit.

## **ARTICLE 12 – LAYOFF AND RECALL**

12.01 Cancellation of Shifts

Part time and full time employees shall have the right to displace the most junior employee within their department, provided they are qualified to do the work, when their shift (or part thereof) is cancelled by the Hospital. It is understood and agreed that part time shall be cancelled before full time on a shift by shift basis and only in those instances when there are no part time employees that can be cancelled would full time employees be cancelled.

- 12.02 Displacement shall be confined to the exact number of hours cancelled.
- 12.03 The senior employee upon notification by the Hospital that his/her shift is being cancelled shall, at the time of notification, inform the Supervisor/Manager responsible of her intention to exercise her rights to displace the junior employee in accordance with this Agreement.
- 12.04 Upon notification to the Supervisor/Manager, that the employee wishes to exercise her right to displace the most junior employee, the Supervisor/Manager shall immediately notify the junior employee being displaced.
- 12.05 Only one (1) displacement will result from any one (1) cancellation.
- 12.06 The parties agree that part time employees shall only displace part time employees. In the event that a full time employee's shift is cancelled she shall displace the junior full time or part time employee on another shift.
- 12.07 Short Term Layoff

A short term layoff is a reduction of a work force in any department not to exceed thirteen (13) weeks.

Where the work force in a department is reduced by the Hospital for a short period of time, employees so affected will be given two weeks written notice of such a reduction.

The affected employee can accept the layoff or exercise seniority rights as provided under Articles 12.08, 12.09 and 12.10.

Should the work force reduction be longer than thirteen (13) weeks, the provisions under Permanent or Long-Term Layoff will apply; however, the six (6) month notice period will commence as of the date of the short term layoff letter.

- 12.08 No full time employee within the bargaining unit shall be laid off by reason of that employee's duties being assigned to one or more part time employees.
- a) In the event of a layoff, a full time employee who is laid off shall:
    - i. accept the layoff; or
    - ii. displace the least senior full time or part time employee within the department affected.
  
  - b) a part time employee who is laid off shall:
    - i. accept the layoff; or
    - ii. displace the least senior part time employee within the department affected.

12.09 In the event of a layoff or reduction in staff occurring within the departments after such transfers, the employee having the least seniority when laid off shall be entitled to replace any other employee having the least seniority in his or her previous department, provided such employee's Hospital-wide seniority is greater than that of the employee he or she seeks to replace.

12.10 Employees shall be recalled from layoff in reverse order to the layoff procedure provided above. No new employees will be hired in a classification until those laid off employees with seniority in that classification have been recalled, provided such laid off employees have the qualifications, skill and ability to perform the work required.

12.11 Permanent or Long Term Layoff

In the event of a layoff of a permanent or long-term nature (including substantial bed cutbacks which affect the bargaining unit), in addition to the short term lay-off provisions, the following shall apply.

- a) The Hospital shall give the Union at least six months notice of the planned reduction of staff.
- b) The Employer agrees to meet with the Union on request for the purpose of discussing the method of implementation of a layoff and recall which would include. employees laid off shall be able to exercise their seniority to displace another employee with less seniority in any other department provided they have the qualifications, skill and ability to perform the work.
- c) In the event of a layoff of a permanent or long term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to maximum of twelve (12) weeks, provided the affected employees have more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.
- d) The above notices will not be required if a layoff occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown.
- e) No new employees shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.
- f) If an employee is recalled but cannot report for work on the day specified due to illness or injury, the next senior employee will be entitled to recall and the ill or injured employee will then retain his seniority position for the next recall provided



he produces to the Employer a medical certificate or other satisfactory evidence confirming the illness or injury.

- g) An employee shall have the opportunity of recall from a layoff to an available opening within the department in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

#### 12.12 Benefits for short term and long term layoff

The Employer's contributions to the benefit plan as outlined in Article 24, will continue for the month in which the layoff commences and the following month only. The employee will continue to be responsible for his/her share of the premiums.

### **ARTICLE 13 – JOB POSTING AND VACANCIES**

#### 13.01 Job Posting

When vacancies occur or new jobs are created within the scope of the bargaining unit, the Employer shall post all such vacancies or new jobs on bulletin boards where all employees may see them and they shall remain posted for five (5) working days, exclusive of Saturdays, Sundays and statutory holidays. Vacancies created by the filling of an initial vacancy within the bargaining unit shall be posted for three (3) days excluding Saturday, Sunday, and Holiday(s). The Employer shall consider all applications received from employees. The successful applicant will be selected in accordance with Article 13.02.

13.02 In dealing with promotions (other than to supervisory positions) and transfers, the following factors shall be considered by the Employer:

- i. Qualifications, skill and ability to perform work;
- ii. Hospital wide seniority.

When factors (i) are relatively equal in the judgment of the Employer which judgment shall not be exercised in an arbitrary or unfair manner factor (ii) shall govern.

13.03 If there is no applicant with the requisite qualifications, skill and ability, the Employer may fill the vacancy at their discretion in accordance with this agreement. A copy of each posting shall be sent to the Union Chairperson.

13.04 If, within thirty (30) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, the Employer determines that the successful applicant is unsatisfactory or if the applicant requests a return to his/her

former position, he/she shall be returned to his/her former position without loss of seniority.

#### 13.05 Temporary Vacancies

Where a position is temporarily vacant, and it may reasonably be anticipated that the position will be vacant for a period of four (4) weeks or less, the Employer will fill such vacancies at its discretion.

Where a position is temporarily vacant, and it may reasonably be anticipated that this position will be vacant for a period of more than 4 weeks, the Employer will Post the position as per Article 13 Job Postings. The above time may be extended by mutual agreement.

Employees on lay off or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days, provided the laid off employee has the qualifications, skill and ability to perform the work required. An employee who has been recalled to such a temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- 13.06 Employees are eligible to apply to any position provided they have been in their current position for at least six (6) months. The Employer and the Union can, by mutual agreement, waive this six (6) month period. It is understood the Employer and the Union will not prohibit the movement of employees that result in the change of status for the employee or classification. Status is understood to refer to full-time or part-time classification or shift.

### **ARTICLE 14 – JOB TRANSFERS**

- 14.01 The Hospital shall post vacancies as per Article 13 - Job Posting, and will not transfer employees into permanent positions.

Where an employee is temporarily transferred by the Hospital to a lower rated job classification, he/she shall receive the pay he/she was receiving at the time of the transfer.

An employee who is temporarily transferred by the Hospital to a higher rated job classification, shall receive the next highest pay rate for all paid hours in the job classification to which he is transferred as provided in Schedule "A". The employee shall receive the higher rate of pay for all paid hours worked in the higher rated classification.

Where a Housekeeper performs duties, normally performed by the Porter, in excess of two hours per shift, the Housekeeper shall be compensated at the Porter rate for such work. However, it is agreed the Hospital will continue the practice of scheduling staff

when necessary in addition to regularly scheduled porters for such work as stripping, waxing of floors, furniture moving, garbage and linens.

## ***ARTICLE 15 – HOURS OF WORK, OVERTIME AND SCHEDULING***

15.01 The regular hours of work for employees shall not exceed seven and one-half (7-1/2) hours per day or thirty-seven and one half (37-1/2) hours per week exclusive of meal times, in accordance with the shift schedule as determined by the Hospital, not to exceed 6 shifts in a row unless mutually agreed.

15.02 All employees shall be entitled to two (2) fifteen (15) minute relief periods and a one half (1/2) hour unpaid lunch period or one thirty (30) minute relief period and one thirty (30) minute unpaid lunch period based on departmental needs. When the Employer requires that an employee remain on the premises during the unpaid lunch period, the said employee shall receive pay at one and one half (1-1/2) times the employee's regular rate of pay.

15.03 The actual work force required to provide the services at the Hospital is at the sole discretion of the Hospital, and as such the Hospital is responsible for the scheduling of employees, and is limited in the design of the schedules only to the extent expressly provided for by this agreement.

### 15.04 Overtime

Authorized work performed in excess of seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week (subject to 15.01) will be counted as overtime and will be paid at the rate of time and one-half the employee's regular rate of pay or the employee will be granted equivalent time off at his or her option. An employee required to work two (2) or more hours of overtime on the same day shall, after two (2) hours, receive a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.

The Hospital will offer overtime hours on a seniority basis to a full time employee within each department, then to a part time employee in each department. An overtime call in log book shall be maintained.

A list of the names of the persons included in the department shall be posted monthly showing the actual paid hours of overtime each person has worked or was offered to work and declined or offered to work and was not reachable up to the date of posting and will include the current year total accumulation.

The regular straight time rate of pay is that prescribed in "Schedule A".

- 15.05 Any full time employee required to perform work during his/her scheduled time off shall be paid at the rate of time and one-half his regular rate of pay.
- 15.06 All employees have the option of requesting time in lieu of overtime rates to be taken at a mutually agreeable time, subject to Article 18.06.
- 15.07 The Hospital shall give full time employees one (1) weekend off in two (2) or two (2) weekends off in four (4), wherever possible, taking into consideration the necessity of maintaining staff to provide safe patient care. Failure to provide the mandatory weekend off shall result in time and one-half rates for the weekend that should have been scheduled as time off.

Where a full time employee is scheduled to work a weekend that is preceded by a Statutory Holiday, the employee may elect to work on the Statutory Holiday and displace any part time employee who may have been scheduled for such a day.

- 15.08 Part time employees shall be scheduled off one (1) weekend in every three (3); and the Employer will endeavor to schedule them off two (2) weekends in four (4) unless agreed otherwise. Part time employees who are scheduled a total of three (3) weekends in a row shall be paid at a rate of time and one half (1/2) the regular rate of pay for all hours worked on the third weekend. However, a part time employee will not receive premium pay for work they agree to perform on a third and subsequent consecutive weekend.
- 15.09 (a) For all employees except RPNs in the OR Department, a period of at least sixteen (16) consecutive hours shall be scheduled between each tour of duty or between changes of shifts except where an employee agrees to a shorter period of time. Failure to schedule at least sixteen (16) consecutive hours between shifts shall result in the payment of overtime for all hours worked within those hours which should have been scheduled off.
- (b) For all RPNs in the OR Department, a period of at least fifteen (15) consecutive hours shall be scheduled between each tour of duty or between changes of shifts except where an employee agrees to a shorter period of time. Failure to schedule at least fifteen (15) consecutive hours between shifts shall result in the payment of overtime for all hours worked within those hours which should have been scheduled off.
- 15.10 In the event that an employee's work schedule is changed, and less than twenty-four hours' notice is given of such change, the Employer shall pay the employee time and one-half the employee's regular rate for all hours worked during the first changed shift.)
- 15.11 An employee who reports for work at the commencement of his/her scheduled shift will be guaranteed a minimum of four (4) hours' work or four (4) hours' pay at his regular rate; provided however, that this minimum guarantee does not apply to:

- i. a part time employee who works less than four (4) hours per shift;
- ii. in case of labour dispute, or
- iii. where failure to furnish work is due to conditions beyond the control of the Employer.

15.12 Where an employee is called for work with less than one (1) hour's notice from the commencement of the shift, and arrives for work after the commencement of the shift, but within one (1) hour of the scheduled commencement of the shift, and then works the balance of the shift, she shall be paid as though she had worked all the hours of the shift. If an employee is called in after the commencement of the shift and arrives within one (1) hour of the call, she shall be paid from the time of the call.

15.13 (a) Annually, the Employer will post the days on which a new schedule will be posted.

(b) Schedules will cover four (4) week periods of time, except for the Christmas/New Year schedule, which will cover an eight (8) week period.

(c) Schedules will be posted two (2) weeks in advance of the period of time the schedule covers.

(d) The schedule shall not be changed without the consent of the employees concerned.

(e) Employee requests for changes in posted time schedules must be submitted, in writing and co-signed by the employee willing to exchange shifts, and subject to the approval of the Employer.

(f) Should an employee submit a request for a change in posted time, the Employer will advise of its approval of the request within a minimum of forty-eight (48) hours.

(g) Where the shift change is presented on a Friday, such reply will be given not later than 1500 hours Monday, excluding holidays.

(h) In any event, it is understood that any changes in schedule initiated by the employee shall not result in overtime compensation or payment.

15.14 It is agreed that there shall not be any pyramiding of overtime payments under the above provisions unless specifically stated elsewhere.

15.15 Employees shall receive double time for all overtime performed on Paid Holidays.

15.16 During the daylight saving time change the employee will be compensated for the actual hours worked, 6.5 hours in the spring and 8.5 hours at straight time in the fall.

15.17 (a) At the time a schedule is posted, hours will be equalized as closely as possible among all the regular part-time employees within a classification. Employees who have

notified the Employer that they are not available for work during the weeks covered by the schedule will be excluded from equitable distribution of hours.

- (b) Employees will advise their Manager, in writing, whether they would prefer to be contacted by text or phone when additional shifts arise after the schedule is posted.
- (c) Any additional shifts that arise after the schedule is posted will be offered on the basis of seniority among part-time employees provided the available employee has the ability, qualifications and training to do the available work.
- (d) If the Employer has 48 hours' notice or more of an available shift, part-time employees will be allowed one (1) hour to respond before the Employer proceeds to contact the next most senior employee. Where the Employer has less than 48 hours' notice, employees will be required to immediately respond before the Employer moves to the next most senior employee. The Employer agrees to have call-in records in each Department available for staff to review.
- (e) Once a schedule is posted, employee requests for shift exchanges, giveaway, stats or vacation, it is the responsibility of the employees to find a replacement. Giveaways must be replaced with vacation, lieu time or stats, if available. If the employee cannot find a replacement then the request will be denied, unless the Manager approves the request in writing. Such requests will not be unreasonably denied.

#### **ARTICLE 16 – DDNN ROTATION FOR REGISTERED PRACTICAL NURSES**

- 16.01 (a) RPNs may work extended twelve (12) hour tours in a rotation of DDNN when:
- (i) Eighty percent (80%) of the RPNs in the unit so indicate by secret ballot; and
  - (ii) The Hospital agrees to implement the compressed work week, with such agreement not to be withheld in an unreasonable or arbitrary manner.
- (b) Such extended tours may be discontinued in any unit when:
- (i) Eighty percent (80%) of the RPNs in the unit so indicate by secret ballot; or
  - (ii) The Hospital serves notice of its intent to discontinue extended tours because of:
    - A) Adverse effects on patient care,
    - B) Inability to provide a workable staffing schedule, or
    - C) Where the Hospital wishes to do so for other reasons that are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- (i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems; and

(ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph (i) above.

- 16.02 The twelve (12) hour tour shall include two unpaid breaks, one for thirty (30) minutes and one for fifteen (15) minutes, and two paid breaks, one for thirty (30) minutes and one for fifteen (15) minutes. The end result is that the RPN will be compensated for a total of 11.25 hours per shift at her regular rate of pay plus any applicable shift premiums.
- 16.03 If a full-time RPN works an additional shift beyond those specified in 16.02 above, she will receive premium pay for all hours worked on the fifth (5<sup>th</sup>) day.
- 16.04 Part-time RPNs will be compensated at their regular rate of pay for a single shift of 11.25 hours, up to a total of 37.5 hours per week, with applicable shift premiums. Hours in excess of 37.5 hours per week will receive premium pay for all additional hours worked.
- 16.05 The finalized master rotation for each of these two areas will be reviewed by the Employer and Union prior to being presented to the employees. Employees will then choose their rotations based on departmental seniority.
- 16.06 The master rotation must be calculated to ensure the schedule provides for 1950 hours in each calendar year. The parties will determine how additional hours will be added to the schedule to meet the 1950 hour requirement.
- 16.07 The schedule will start on the corresponding week of the year of the master rotation, not necessarily on week one (1) of the rotation.
- 16.08 Employees shall have at least twelve (12) hours of time free from work between the change of shifts unless the employee agrees to a shorter period of time. Failure to schedule at least twelve (12) hours off between the change of shifts shall result in premium pay for all hours worked within those hours that should have been scheduled off.
- 16.09 Where employees are scheduled for two (2) or more consecutive night shifts, they shall have at least forty-eight (48) hours off before returning to the day shift.
- 16.10 Any change in schedule initiated by the employee (switch, give away, vacation request) and approved by the Employer shall not result in premium pay.
- 16.11 For the purpose of Article 22.08, the utilization of single vacation days will be modified to represent 11.25 hour tours instead of 7.5 hour tours.
- 16.12 Full-time RPNs working on a paid statutory or civic holiday as provided for in Article 21.01 shall receive either:

- (a) Pay at one and one-half (1 ½) times their regular rate for 11.25 hours for each hour worked, plus holiday pay of 7.5 hours; or
- (b) Pay at one and one-half (1 ½) times their regular rate for 11.25 hours for each hour worked, plus one (1) day off with pay for 7.5 hours at their regular rate.

16.13 RPNs on sick leave shall be paid 11.25 hours for each day absent.

### **ARTICLE 17 – TEN (10) HOUR TOURS FOR EMERGENCY DEPARTMENT TRANSPORTERS**

- 17.01 A regular work day shall include one paid break of thirty (30) minutes or two paid breaks of fifteen (15) minutes each and an unpaid lunch break of thirty (30) minutes.
- 17.02 Employees will not be scheduled for more than four (4) consecutive tours unless they request otherwise in writing. Premium pay will be paid for all hours worked on the fifth (5<sup>th</sup>) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
- 17.03 Schedules will provide for every other weekend off.
- 17.04 A full-time or part-time Transporter shall be paid time and one half (1 ½) her regular straight time hourly rate for all hours worked on the third consecutive weekend and all subsequent consecutive weekends worked until a weekend off is received, save and except where:
- (a) Such weekend has been worked by the Transporter to satisfy specific days off requested by the Transporter; or
  - (b) Such Transporter has requested weekend work; or
  - (c) Such weekend is worked as a result of an exchange of shifts with another Transporter.
- 17.05 At least fourteen (14) hours' time off shall be scheduled between the change of shifts. Where the Hospital fails to provide the requisite scheduled hours off as provided herein, a full-time or regular part-time Transporter will be compensated with premium pay for all hours worked during the previous fourteen (14) hours.
- 17.06 For the purpose of Article 22.02, the utilization of single vacation days will be modified to represent ten (10) hour tours instead of 7.5 hour tours.
- 17.07 Paid holidays are paid at a rate of 7.5 hours. Transporters working on a paid holiday shall receive one and one half (1 ½) times their regular rate for 9.5 hours, plus holiday pay of 7.5 hours, if eligible.
- 17.08 Transporters on sick leave shall be paid 9.5 hours for single days of absence. When absent for one week or more, the Transporter shall be paid 37.5 hours per week.



17.09 Hours worked in a week shall be compensated at straight time with applicable shift premiums. Straight time hours in excess of 75 hours per day period will be banked at straight time. Any accumulated banked time will be paid out in the last payroll of March of each fiscal year as per Article 18.06 of the Collective Agreement.

## ***ARTICLE 18 – OTHER PREMIUMS***

### **18.01 Shift Premium**

Employee shall receive a shift premium of one dollar and thirty cents (\$1.30) upon ratification for each hour worked during the evening shift and the night shift. Shift premium is not payable if the employee is receiving premium pay based on scheduling provisions.

### **18.02 Weekend Premium**

Employee shall receive a weekend premium of one dollar and thirty cents (\$1.30) upon ratification for each hour worked for each hour between 2300 hours on Friday to 2300 hours on Sunday. Weekend premium is not payable if the employee is receiving premium pay based on scheduling provisions. (e.g. consecutive weekends)

### **18.03 Stand-By Pay**

An employee who is required to remain available for duty on stand-by outside of the regular scheduled hours shall receive stand-by pay in the amount of three dollars and thirty cents (\$3.30). Stand-by pay is not payable when the employee is called into work during a stand-by duty.

The Employer agrees to pay the full cost of providing an electronic "device" for the use of members of the bargaining unit as identified by the Hospital, and required to stay on stand-by duty. If agreed to by the Hospital the employee will have the option of providing their own phone number and will be compensated \$12.00 bi-weekly. The Hospital will continue the current practice of providing cell phones for the maintenance department.

### **18.04 Call Back Pay**

When an employee is called back to work by the Employer after the completion of her shift, the employee will be paid at a time and one half (1-1/2) the regular straight time hourly rate for hours worked with a minimum of four (4) hours pay at the regular straight time rate. . The employee will be allowed to leave when that task is completed at no loss of pay. It is understood that, if such an employee is requested to perform urgent work other than that for which he/she was called in, and if such request is made prior to the employee signing out, such request shall not constitute an additional call in. The Employer will endeavor to inform the employee of the task required when called.

18.05 Notwithstanding Article 18.04, O.R. Techs (i.e. RPNs with additional certifications), who are called back to work while on standby duty will receive one and one half (1-1/2) times the regular straight time rate for the hours worked with a minimum of four (4) hours pay at time and one-half and double time (2x) for call-ins on holidays.

18.06 Requests by employees wishing to take equivalent time off in lieu of call back pay when called in to work while on standby shall be considered, subject to the following provisions:

- a) Accumulation shall not exceed forty-five (45) hours; however, nursing staff in the Operating Room may accumulate fifty-two and a half (52.5) hours and the Hospital may request that such accumulation in excess of forty-five (45) hours be utilized subject to the exigencies of patient care.
- b) Equivalent time off must be taken within a reasonable period and a time mutually agreeable to the Department Head, or designate.
- c) Lieu time banked must be utilized or scheduled prior to unpaid time off.
- d) Where no mutually agreeable date can be arrived at, the Department Head, or designate will, for the time owing arrange for payment to be made in lieu.
- e) In the last payroll of March of each fiscal year, the Employer will pay out each employee's accumulated banked lieu time. In addition, any lieu time earned in excess of the maximums provided for in (a) above shall be paid out in the payroll immediately following the accumulation.
- f) The Employer shall provide employees with a separate pay/deposit for any lieu time payout owed at the end of the fiscal year.

#### 18.07 Ambulance Escort

Notwithstanding any other Article of this Agreement, the following provisions shall apply to a Registered Practical Nurse assigned to ambulance escort:

- a) Where an RPN performs ambulance escort duties during her regular shift, she shall be paid her regular rate of pay. An RPN shall return to work for the remainder of her shift upon completion of ambulance escort duties. Where ambulance escort duties exceed seven and one-half (7-1/2) hours in a day, the appropriate overtime rate shall apply.
  - i) Where a full time RPN performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate for all hours worked, with a minimum guarantee of four (4) hours pay at the regular straight time rate. The employee will be allowed to leave when that task is completed at no

loss of pay. It is understood that if such an employee is requested to perform an additional urgent ambulance escort other than that for which he/she was called in and if such request is made prior to the employee signing out, such request shall not constitute an additional ambulance escort call in. The Employer will endeavour to inform the employee of the ambulance escort required when called.

If the escort is cancelled due to reasons beyond the control of the Hospital and the Hospital attempted to contact the employee prior to the start of the shift, then the minimum guarantee will not apply if the Hospital offers work in their classification. The employee in this case will have the option of accepting the work or forfeiting the pay.

- ii) Where a part time RPN is called in for the sole purpose of ambulance escort duties, she shall be paid at her regular straight time rate for all hours worked not in excess of seven and one-half (7-1/2) hours in a day, with a minimum guarantee of four (4) hours pay. The appropriate overtime rate shall apply to hours worked in excess of seven and one-half (7-1/2) in a day.
- b) The Hospital shall not require an RPN to work another shift at the Hospital following conclusion of ambulance escort duties without at least eight (8) hours time off. Where such time off extends into the RPN's next regularly scheduled shift, she will maintain her regular earnings for that full shift.
- c) In addition to the pay referred to in this Article, an RPN shall be paid for all actual hours spent in return travel at the appropriate rate.
- d) An RPN shall be reimbursed for all reasonable and necessary out of pocket expenses, including room, board and transportation upon presentation of receipts. In addition, consideration will be given to any special circumstances not dealt with under the foregoing provisions. It is understood that an RPN shall return at the earliest opportunity.

#### 18.08 Safety Shoe Allowance

All employees required by the Employer to wear safety shoes will receive a safety shoe allowance in the amount of one hundred and twenty dollars (\$120.00) annually effective October 1, for the duration of this contract.

### **ARTICLE 19 - LEAVE OF ABSENCE**

All leaves must be used only for the purpose specified in the request for leave.

### 19.01 Personal Leave

- (a) The Hospital may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Hospital.
- (b) Applications for such leaves shall be in writing to the Hospital and will be considered and approved by the Hospital as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave, unless the circumstances are such that it is impossible to give advance notice.
- (c) The written application must clearly state the reason for the leave of absence and the expected duration of such absence.
- (d) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation.

### 19.02 Union Leave

The Hospital also agrees to grant a maximum of twenty (20) days leave of absence without pay to not more than three (3) employees to attend to Union Business, or conference provided application for such leave is made in writing to the Hospital not less than ten (10) days prior thereto.

The Employer will grant a leave of absence without pay and without benefits for a period of up to twelve (12) months to an employee for the purposes of accepting a full time staff or elected position with the Union. Application for such leave must be made in writing at least six (6) weeks prior to the commencement of the leave. During such absences the Employer may fill the vacancy with a temporary employee, and no more than one (1) employee shall be absent on such leave at any one time.

An employee who is elected or selected for a full time position with the Union, shall be granted leave of absence without pay or any benefits but without loss of seniority for a period of up to three years. Such leave may be further extended by mutual agreement of both parties.

### 19.03 Education Leave

For educational purposes, the Employer may grant a leave of absence without pay of not more than six (6) months' duration to employees who have at least one (1) year's seniority with the Employer. It is understood that not more than one (1) employee from any one department will be on such leave of absence at one time and that request for such leave of absence will be submitted to the Director of Human Resources at least thirty (30) days in advance. Notice of such leave may be waived by the Employer in cases where circumstances warrant. Consent shall not be unreasonably withheld.

If required by the Hospital, an employee shall be entitled to leave of absence without pay to upgrade her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full cost associated with the courses.

Subject to the operational requirements, the Hospital will make every reasonable effort to grant requests for the necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

Notwithstanding the above, the Hospital shall not be responsible to pay any costs associated with courses required to be taken by an employee to maintain current professional registration.

#### 19.04 Board Membership

The Hospital will, subject to the operational requirements, grant a leave of absence without pay to an RPN elected to Board Committees, for example, The College of Nurses of Ontario, or Ontario Association of Registered Practical Nurses (WeRPN), allowing adequate time to perform their functions as Board members. Membership on an RPN related education committee at the University or College level will also be considered on the above basis. An employee shall send a written request two (2) weeks in advance of the commencement of such leave.

#### 19.05 Inservice Programme

Both ESHC and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principal of its members' responsibility for their own professional development and ESHC will endeavour to provide programmes related to the requirements of ESHC. Available programmes will be publicized. The delegation of added nursing skills to RPN's shall be in accordance with guidelines established by the College of Nurses from time to time and any approved ESHC policy related thereto. When an employee is on duty and authorized to attend any in-service programmes within ESHC during her regularly scheduled working hours, she shall suffer no loss of pay. When an employee is required to attend courses outside her regularly scheduled working hours, she shall be paid at her regular straight time rate of pay.

ESHC will endeavour to schedule in-services during working hours.

#### 19.06 Conference and Convention Leave

In order that each employee shall have the opportunity for an exchange of knowledge and experience with professional colleagues, the employee shall have the right to apply to attend a reasonable number of conference or conventions related to his field of specialization. The Employer will grant such leave without pay to attend such gatherings. An employee who attends a conference or convention at the request of the Employer, shall be deemed to be on duty. An employee shall not be entitled to any compensation under the overtime provisions of this agreement while attending a conference or convention under the provisions of this Article.

#### 19.07 Bereavement Leave

Bereavement Leave will be granted to full time employees as per the following in consecutive days following the death, or for consecutive days including the day of the funeral, or for consecutive days including the date of a memorial service without loss of his/her regular pay.

- a) Five (5) days leave will be granted for:
  - i. Spouse (includes husband or wife, common law husband or wife, or same sex partner)
  - ii. Child (includes son or daughter, stepson or stepdaughter, legally adopted son or daughter, or legal guardian of).
  - iii. Parent (includes mother or father, stepmother or stepfather, father-in-law, mother-in-law).

In the event of a death in the immediate family (as noted above) outside the North American continent, the employee will be given one (1) day off with pay, provided however, that the employee will be entitled to five (5) days leave of absence without loss of his/her regular pay, if the employee travels to the country where the death occurred within two (2) weeks of that death.

- b) Three (3) days leave will be granted for:
  - i. Son-in-law or daughter-in-law
  - ii. Grandparent (includes grandfather or grandmother, spouse's grandfather or grandmother)
  - iii. Brother or sister (includes stepbrother or stepsister, half-brother or half-sister)
  - iv. Brother-in-law or sister-in-law (spouse's sibling, sibling's spouse)
  - v. Grandchild

In the event of a death in the immediate family (as noted above) outside the North American continent, the employee will be given one (1) day off with pay, provided however, that the employee will be entitled to three (3) days leave of absence

without loss of his/her regular pay, if the employee travels to the country where the death occurred within two (2) weeks of that death.

- c) One (1) day leave will be granted for:
  - i. Aunt, uncle, niece or nephew (includes aunt, uncle, niece or nephew of spouse)

Part time employees will receive the same allotment of days off but will be paid only for the pre-scheduled days during such a leave.

In order to qualify for the foregoing bereavement leave an employee may be required to supply proof of death satisfactory to the Employer. Such days off with pay must be requested and used by the employee for the purpose of attending such deceased funeral or making necessary arrangements.

It is understood that if an employee has been granted a bereavement leave of absence in accordance with sub-article 19.07 a), b), and c), above, and that the employee is on vacation leave, the bereavement leave shall displace the vacation leave and the employee will take the displaced vacation at another time mutually agreed by both parties. If on a sick leave the date of bereavement leave will not be charged against the employee's short term portion of sick leave.

Should an employee require additional time off for Compassionate Leave, they may apply for an unpaid leave of absence. The Hospital shall consider all requests and shall be reasonable in granting of the leave.

#### 19.08 Jury Duty

If an employee is required to serve as juror or attend jury selection proceedings in any matter is subpoenaed as a witness, and notifies the Hospital immediately on an employee's notification of their requirement to attend, the Employer agrees to pay to the employee the difference between the money received for acting as a juror (to be evidenced by production of Court payment and a copy of the summons or subpoena) and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay. If an employee is required to serve on a jury or attend jury selection proceedings in any matter on a scheduled week day off during the week immediately preceding a weekend when such employee is scheduled to work, his schedule will be changed to give him that weekend off, or one of the weekend days of his choice if only one scheduled day off was lost because of such jury duty. Such change in schedule will not result in premium payment.

#### 19.09 Pregnancy & Parental Leave

a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

b) Pregnancy Leave

- i. An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence. If there are complications a written notice is to be given within two weeks of stopping work. If no return to work date is provided, seventeen (17) weeks is assumed. The employee must give the Employer at least four (4) weeks written notice to change the return to work date or to advise the Employer with an intent not to return to work.

- ii. The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii. The employee may, upon giving the Employer four (4) weeks written notice to return to work, shorten the duration of the leave of absence requested under this Article. However, the Employer must be furnished with a certificate of a legally qualified medical practitioner stating that she is able to resume her work if the employee is requesting to return to work less than six (6) months from her date of delivery.

Additional leave of absence may be taken under Article (j) Parental Leave.

- iv. Notwithstanding Article (b) (ii) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective on receipt of confirmation from the Employment Insurance an employee on pregnancy leave who is in receipt of employment insurance pregnancy leave benefits shall be paid a supplemental Employment insurance benefit.

That benefit will be the equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits. In any week, the total amount of the SUB



payments and the weekly rate of E.I. benefits will not exceed eighty-four percent (84%) of the employee's normal weekly earnings.

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

Such payment shall commence after the one week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance Act.

- c) An employee who does not apply for leave of absence under Article (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article (b) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- d) During the period of leave, the Employer shall continue to pay the Employer's portion of Hospital medical, dental, group life, pension and other benefits, included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.
- e) If a full time employee returns to work at the expiry of the normal pregnancy and or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designate.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

- f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of

such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).

- g) Absence for pregnancy and/or parental leave is not an illness under the interpretation of this Agreement, and the credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. If the employee wants to change the original start date of parental leave, the employee must give the Employer a new written notice at least two (2) weeks before the original date if leaving later or two (2) weeks before the new start date if leaving earlier.
- j) Parental Leave
  - i. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave including same sex couples.
  - ii. A "parent" includes. the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - iii. Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks for birth mothers who take pregnancy leave and sixty-three (63) weeks for all other parents.
  - iv. Employees who decide to return to work earlier must provide the Employer with at least four (4) weeks written notice before the new earlier date or, if returning later, four (4) weeks before the original date of return. However, the leave must be taken all at once. If there is no return to work date specified, the full sixty-one (61) or sixty-three (63) weeks are assumed.

For the purpose of parental leave under Article 19.09 Parental Leave, the provisions under (a), (d), (e), (f,) (g), and (h) shall also apply.

#### 19.10 Adoption Leave

Where an employee with at least thirteen (13) weeks of continuous service legally adopts a child, such employee shall be entitled to a leave of absence, without pay, for a period of up to thirty-seven weeks' duration, consideration being given to any requirements of adoption authorities. The employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

The employee shall be reinstated to her former position unless her former position has been discontinued, in which case she shall be given a comparable job.

Employees newly hired to replace employees who are on approved adoption leave may be released and such release shall not be subject of a grievance or arbitration. If retained by the Hospital, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

### ***ARTICLE 20 – SICK LEAVE AND DISABILITY PROTECTION***

20.01 Full time employees are entitled to sick leave compensation similar to that provided in H.O.O.D.I.P. The purpose of the sick leave plan and benefits is to protect an employee against loss of income when he/she is legitimately ill. Part time employees are paid a percentage in lieu of this benefit.

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Hospitals of Ontario Income Plan Brochure.

The income protection under the short-term portion of 15 weeks is governed by the amount of service for each employee covered as follows:

Less than 3 months	no sick benefit
3 months but less than 1 year of service	66-2/3 of regular pay
1 year but less than 2 years of service	70% of regular pay
2 years but less than 3 years of service	80% of regular pay
3 years but less than 4 years of service	90% of regular pay
4 years or more of service	100% of regular pay

- b) The protection for weeks sixteen (16) to thirty (30) weeks is the sole responsibility of the Employment Insurance System.

- c) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (H.O.O.D.I.P.) or an equivalent plan as described in the August, 1992 booklet (Part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the disability program, employees on the payroll as of the effective date will have their current service with the Hospital recognized for coverage under the Short Term and Long Term portion of the Plan.

Long Term Disability payments commencing upon completion of the Employment Insurance coverage will be based on amount of service for each employee covered as follows:

- i. more than six (6) months but less than twenty (20) years of service - 65% of regular monthly earnings;
  - ii. twenty (20) years but less than thirty (30) years of service - 70% of regular monthly earnings;
  - iii. thirty (30) years or more of service - 75% of regular monthly earnings.
- d) The Employer agrees to pay the appropriate sick pay for the first two (2) days of the fourth and subsequent period of total disability in the same calendar year.

- 20.02 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- 20.03 The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for two (2) days or more, provided however, that if during the calendar year an employee has been absent from duty on three (3) separate occasions of one or two days duration, the Employer at his discretion, may require the production of a medical certificate regardless of the length of subsequent absences. All medical certificates/doctor's notes required from employees by the Hospital for the purposes of employment shall be paid for by the Hospital.
- 20.04 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 workplace safety and insurance benefits for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits she would receive from the Workplace Safety and Insurance Board if her claim was approved, or the benefits to which she would be entitled under the short term sick portion of the disability income plan. Payment will be provided if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim 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 disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 20.05 The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes. Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 20, including H.O.O.D.I.P. and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- 20.06 The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting of the benefits improvements contained in this agreement.
- 20.07 A copy of the current H.O.O.D.I.P. plan text or, where applicable, the master policy of the current H.O.O.D.I.P. equivalent, shall be provided to the Union.
- 20.08 Employees will attempt, when possible, to give three (3) days' notice of their return to work to their designated supervisor after an extended illness or injury that exceeds six (6) weeks and/or requires modified duties.
- 20.09 Employees will make every reasonable effort to schedule medical specialist appointments at times when they are otherwise not scheduled to work. When this is not possible, employees will schedule such appointments in such a manner as to minimize the disruption to their normal work schedule and must provide reasonable notice to the Employer and return to work for the balance of their shifts as soon as practical.

Subject to the above, employees shall be entitled to use sick days/hours for such appointments to a maximum of three (3) occurrences per year. This time shall not be applied to the attendance awareness program.

The Employer may request proof of such specialist appointment (i.e. confirmation of the appointment) to be submitted to the Occupational Health Nurse.

## **ARTICLE 21 – STATUTORY AND CIVIC HOLIDAYS**

21.01 The following shall be recognized as Statutory and Civic Holidays:

New Year's Day	Labour Day
Thanksgiving Day	First Monday in June
Remembrance Day	Good Friday
Christmas Day	Victoria Day
Boxing Day	Canada Day (July 1 <sup>st</sup> )
Family Day	Civic Holiday

21.02 (a) A full time employee who is required to work on any of the above named holidays shall receive either:

- i. Pay at one and one-half times his regular daily rate for each such holiday worked in addition to the regular pay for such holiday, or
- ii. Pay at one and one-half times his regular daily rate for each such holiday worked and a day off with full pay at his regular daily rate.

The employees concerned shall have the right to elect to take an additional day off with pay, or to take the extra days' pay as set out above, provided however, that if an employee elects to take an additional day off, the day taken shall be subject to the approval of the Employer to ensure the maintenance of adequate staff. Such additional day off shall be within a period of four (4) weeks following the said Statutory holiday, unless a later date is mutually agreed upon by the Employer and the employee.

(b) A part time employee who is required to work on a paid holiday, he/she will be paid for all hours worked on such day at the rate of one and one-half (1½) times his/her normal straight time rate of pay.

21.03 To qualify for such holiday pay, the employee must have worked his or her last scheduled work day immediately prior to such holiday and must work his or her next regularly scheduled work day immediately following such holiday. Provided, however, that if the scheduled work days referred to in this paragraph are not worked because of illness or injury the employee shall still qualify for such holidays. The employee may be required to provide proof of such illness.

21.04 In the event the holiday as specified in this article falls during an employee's sick leave, the employee will be entitled to full regular wages for that day, and the day will be recorded as a statutory holiday. Such recording will however not interrupt the 15 weeks short term portion. There shall be no pyramiding of sick, vacation or holiday pay. No holiday pay is payable during any unpaid leave, including WSIB, and no lieu day is owed.

21.05 In the event a holiday as specified in this article falls within an employee's vacation period or during his or her days off, the employee shall be entitled to an additional day off with pay in lieu of the Statutory Holiday and such day off shall be taken on a day mutually agreed to by the employee and the Employer. When such day off is taken it will count as one shift worked in that week for the purpose of calculating overtime.

21.06 The Employer will pay double the regular rate of pay for overtime worked by a full time or part time employee on a Statutory Holiday.

21.07 The Employer shall provide at least five (5) consecutive days off at Christmas or New Year's. Employees shall rotate their days off between Christmas and New Year's every year unless the parties agree, in writing, otherwise.

## **ARTICLE 22 – VACATIONS**

22.01 For the purpose of calculating vacation entitlement, the vacation year shall be deemed to commence April 1<sup>st</sup> of each year and to end March 31<sup>st</sup> of the following year.

22.02 Employees will have their vacations entitlement determined on the basis of amount (accumulated time) of service with the Employer as of March 31<sup>st</sup> each year.

"Service with the Employer" for full time employees will accumulate when:

- an employee is at work, on scheduled day off, vacation and/or holiday;
- during an approved personal or Union leave of thirty (30) days or less;
- during any Employer paid leave;
- during a pregnancy/parental leave of eighteen (18) months or less;
- during a "layoff" for a maximum of twenty-four (24) months;
- an employee is absent from work due to employee's illness or injury for a maximum of thirty (30) months;
- an employee is absent from work and the injury is compensable by WSIB to a maximum of thirty (30) months.

- a) An employee who has less than one (1) year of service with the Hospital as of March 31<sup>st</sup> in any year shall receive the same proportion of two (2) weeks' vacation as their period of service bears to a regular one (1) year of service.
- b) As of March 31<sup>st</sup> in each year, an employee who has accumulated one (1) year of service with the Hospital shall receive three (3) weeks' vacation and applicable vacation pay.
- c) As of March 31<sup>st</sup> in each year, an employee who has accumulated five (5) years of service with the Hospital shall receive four (4) weeks' vacation and applicable vacation pay.
- d) As of March 31<sup>st</sup> in each year, an employee who has accumulated thirteen (13) years of service with the Hospital shall receive five (5) weeks vacation and applicable vacation pay. As of March 31, 2019, an employee who has accumulated twelve (12) years of service with the Hospital shall receive five (5) weeks' vacation and applicable vacation pay.
- e) As of March 31<sup>st</sup> in each year, an employee who has accumulated twenty-two (22) years of continuous service with the Hospital shall receive six (6) weeks' vacation and applicable vacation pay. As of March 31, 2019, in each year, an employee who has

accumulated twenty-one (21) years of service with the Hospital shall receive six (6) weeks' vacation and applicable vacation pay.

- f) As of March 31st in each year, an employee who has accumulated twenty-eight (28) years of continuous service with the Hospital shall receive seven (7) weeks vacation and applicable vacation pay. As of March 31, 2019 in each year, an employee who has accumulated twenty-seven (27) years of service with the Hospital shall receive seven (7) weeks' vacation and applicable vacation pay.

22.03 Applicable vacation pay will be pro-rated where the total compensation of an employee is less than 1800 hours in any vacation year. The pro-rated vacation pay will be based on what the employee's total compensated hours bears to nineteen hundred, fifty (1950) hours. Total compensated hours for the purpose of this Article will be comprised of all paid hours during the qualifying period (i.e. all hours worked, holiday pay, paid vacation, paid sick days, paid leave of absence, Union leave, etc. ).

22.04 For part time employees, service with the Hospital is based on all hours worked. For conversion purposes and vacation entitlement 1680 hours of part time equals one year of full time service and vice-versa, however:

- a) For the period of the employee's employment on or before January 16th, 1977, it will be assumed that he or she has worked one-half of regular full time hours or 20 hours per week since last date of hire and a list shall be prepared, posted and furnished to the Union showing total hours standing to the credit of each employee on that basis. 2080 Hours of work shall be equivalent to one year of service.
- b) For the period of a part time employee's employment on or after January 17th, 1977, there will be added to the accumulated service record set out in Paragraph (i) hereof, one year for each 1680 hours worked from and after that date.

22.05 Accumulated service with the Hospital will be published every six (6) months as part of the "Seniority List".

22.06 (a) Part time employees will receive vacation pay bi-weekly, based on their full time equivalent entitlement and gross earnings (excluding % in lieu of benefits) as follows:

- 4% if employee's accumulated service is 1 year or less;
- 6% if employee's accumulated service is less than 5 years;
- 8% if employee's accumulated service is less than 13 years;
- 10% if employee's accumulated service is less than 22 years;
- 12% if employee's accumulated service is more than 22 years
- 14% if employee's accumulated service is more than 28 years.



(b) Effective March 31, 2019, part-time employees will receive vacation pay bi-weekly based on their full time equivalent and gross earnings (excluding % in lieu of benefits) as follows:

- 8% if employee's accumulated service is less than 12 years
- 10% if employee's accumulated service is less than 21 years
- 12% if employee's accumulated service is more than 21 years
- 14% if employee's accumulated service is more than 27 years

22.07 The prime vacation time shall be from May 1<sup>st</sup> to September 30<sup>th</sup> in each year. Vacation requests shall be granted in accordance with Article 22.11.

22.08 Employees shall have the right to split their vacation entitlement in periods of one week or more, and employees are able to take one (1) week's vacation in blocks of one (1) day or more.

22.09 Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall also prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been granted.

22.10 An employee who becomes ill or is injured immediately prior to the commencement of his or her scheduled vacation, will be permitted to cancel such vacation and to reschedule it at a time mutually convenient to the employee and Employer. In rescheduling any such vacation, the employee will not be allowed to displace an employee with less seniority whose vacation time has already been determined.

22.11 All employees who submit their written requests to their Department Heads prior to April 1<sup>st</sup> shall be granted vacation based on departmental seniority, subject to the necessity however, of maintaining sufficient staff to efficiently operate the Hospital. Requests submitted on or after April 1<sup>st</sup> shall be granted on a first come, first served basis. Such requests shall be granted prior to the granting of time off for any other purpose (ex. lieu time).

Employees will not be permitted by the Employer to preschedule vacations during the period from December 20 to January 5. Requests for time off during the period from December 20 to January 5 may be granted for personal reasons at the sole discretion of the Employer and shall not be unreasonably denied.

22.12 Where employees follow a master rotation schedule, if an employee's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Employees will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation.

22.13 Both the Union and the Employer agree that all employees will make every effort to utilize their full vacation in the year it occurs. Any employee who has not used their full vacation entitlement will meet with their Manager and Union Representative within sixty (60) days prior to the end of the vacation year for the purpose of arranging a mutually agreed vacation time or an agreed carryover of vacation.

## ***ARTICLE 23 – HEALTH AND INSURED BENEFITS***

### 23.01 Semi-Private

The Employer agrees to pay one hundred percent (100%) of the billed premium for Green Shield Semi-Private Plan for all full time employees who have completed three (3) months of continuous service and who request coverage. It is understood that employees may choose single or family coverage at their request.

### 23.02 Dental

The Employer agrees to pay seventy-five per cent (75%) of the billed premium for Green Shield Plan # 66, based on the current O.D.A. tariff in effect from time to time, for all full time employees who have completed three (3) months of continuous service and who request coverage.

Dental recall including preventative services every twelve months with scaling capped at eight (8) units and no carry forward (effective April 1, 2010).

Complete and partial dentures rider, 50/50 co-insurance to a one thousand, five hundred dollar (\$1,500.00) annual maximum.

Crowns, Bridgework and repairs to same at 50/50 co-insurance to a one thousand, five hundred dollar (\$1,500.00) annual maximum.

Orthodontic coverage at 50/50 co-insurance to an lifetime maximum of one thousand, five hundred dollars (\$1,500.00).

### 23.03 Extended Health Care Plan

The Hospital agrees to pay 100% of the billed premium for Green Shield Extended Health Care Plan for all full time employees who have completed three (3) months of continuous service and who request single or family coverage.

#### Vision

Three hundred and fifty dollars (\$350.00) every twenty-four (24) months to cover visual aides. Eye exams every twenty-four (24) months to a maximum of ninety dollars (\$90.00)

Audio  
\$200 lifetime maximum.

Out of Province  
One million dollars with conditions.

Eye Exams  
\$45 every twenty-four (24) months.

Chiropractor  
\$15.00 per visit to an annual maximum of \$325.00 - 50/50 co-insurance.

Massage Therapy  
50/50 co-insurance to an annual maximum of \$325.00

Physio-Therapy  
50/50 co-insurance to an annual maximum of \$325.00

Should OHIP recommence coverage for these services, the premium supported insurance will cease.

#### 23.04 Drug Plan

The Employer agrees to pay 100% of the billed premium for Green Shield Drug Plan "0" for all full time employees who have completed three (3) months of continuous service and who request single or family coverage:

- With limited Over-the Counter Drugs;
- Mandatory Product Selection;
- Two dollar, fifty cent (\$2.50) co-payment per prescription; and
- Dispensing fee capped at \$10.

Effective the date of ratification or award, reimbursement for prescribed drugs covered by the plan will be based upon the cost of the lowest priced therapeutically equivalent generic version of the drug unless there is a documented adverse reaction to the generic drug or the beneficiary's physician stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

23.05 During an employee's approved unpaid leave of absence, the Hospital's share of benefit premiums will be paid for the month in which the leave commences. Thereafter, the employee is responsible for the total and all billed premiums.

The Hospital agrees to continue to pay its share of the premiums for all benefits on behalf of employees who are absent because of illness or injury for the first fifteen (15) weeks of such an absence. Thereafter, the employee is responsible for the total and all billed

premiums (either single or family). The employee also has the option to opt out of the benefit coverage and rejoin when he/she returns to work.

- 23.06 The Employer agrees to provide coverage for all full time employees within the bargaining unit with group life insurance plan for a life insurance policy in the amount of two (2) times the employee's salary, rounded to the nearest five hundred dollars (\$500.00).
- 23.07 All employees shall be enrolled in the Healthcare of Ontario Pension Plan in accordance with the terms and conditions thereof, except part time employees have an option of joining the plan subject to qualification (hours worked) as specified by HOOPP.
- 23.08 The Employer shall have the opportunity to substitute carriers for any plan provided the benefits are identical or better than the existing plan.
- 23.09 A part time employee shall receive payment in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including health and welfare benefits, sick leave and disability, statutory and civic holidays pay, etc. save and except salary, vacation pay, standby, call back, reporting, responsibility allowance, bereavement leave, jury and witness duty and pregnancy supplemental unemployment benefit) an amount equal to 14% of his /her regular straight time hourly rate for all straight time hours worked. Vacation pay is not payable on percentage in lieu and/or pregnancy supplemental employment benefits.

Where a part time employee meets the enrolment requirements of the pension plan and elects to join the pension plan the % in lieu of benefits payment will not be reduced.

23.10 Benefits for Early Retirees

An employee who retires prior to age sixty-five (65) and is in receipt of HOOPP benefits, is entitled to remain on the Unifor -Service 5775 Benefit Plans provided by Green Shield covering; Dental, Extended Health, Drug and Semi private coverage, until age sixty-five (65). The participation in all four coverage is required. The billed premium for the above coverage will be shared seventy-five percent (75%) paid by the Hospital and twenty-five percent (25%) paid by the retired employee. The retired employees will at all times have three post-dated cheques on file with the Hospital. Should an employee elect not to continue his/her participation or later opt out of this coverage, the employee cannot rejoin the plan at any future date.

- 23.11 Current Unifor employees who are over the age of 65 and still actively at work will be provided with the following:

- (a) Extended Health Benefits (including drug prescription plan, vision care, and hearing aids);
- (b) Semi private;

- (c) Dental; and
- (d) Life insurance, which insurance amount shall be reduced by 50%.

Such benefits will cease when the employee reaches age 70 or upon retirement, whichever occurs first.

## ***ARTICLE 24 – OTHER BENEFITS***

### **24.01 Uniform Allowance**

With respect to an employee who is required as part of his or her employment to wear a uniform and in the event that such uniform is not provided by the Hospital to the employee, the Hospital shall make a lump sum payment of one hundred dollars (\$100.00) to such employee, said amount to be included in the first pay period in December of each year and pro-rated on the basis of hours worked for part time employees. Effective December of 2022, this amount shall be increased to one hundred and fifty dollars (\$150.00). The Employer agrees the formula followed for the provision of uniforms will be:

- minimum three (3) uniforms initially;
- minimum two (2) uniforms annually.

## ***ARTICLE 25 – OTHER PROVISIONS***

### **25.01 Employer-Employee Relations Committee**

There shall be an Employer-Employee Relations Committee comprised of three (3) representatives of the Hospital and three (3) representatives of the Bargaining Unit. Employees who will be elected, appointed otherwise chosen by the Bargaining Unit as follows:

- One (1) employee from Nursing;
- One (1) employee from Housekeeping; and
- One (1) other employee.

The duties of the chairperson and secretary shall alternate between the parties.

25.02 The Committee shall meet approximately every three (3) months provided that agenda items are exchanged in writing at least five (5) days prior to the meeting, excluding weekends and statutory holidays. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee Members.

25.03 The purpose of the Committee includes:

- i. promoting and providing effective and meaningful communication of information and ideas;
- ii. discussing matters of mutual concern including the provision of patient care and services;
- iii. dealing with complaints referred to it, by bargaining unit employees;
- iv. discussing and reviewing matters relating to orientation and in-service programs;
- v. discussing and reviewing matters relating to scheduling and staffing.

25.04 The Hospital agrees to pay employee members of the committee, at the appropriate straight time hourly rate for all time spent while in attendance at such meetings.

25.05 Technological Change

(a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.

(b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

25.06 Closure of Entire Work Area

When the Hospital proposes to close an entire work area, prior to doing so, it will discuss with the Union the allocation of personnel in the bargaining unit employed therein. Such employees who will be displaced by such closing shall have the right to specify to which work area each prefers being transferred to, or to list the choice of areas in order of preference. When allocating such employees, the Hospital will give consideration to such request, but does not guarantee that the transfers requested will be made.

25.07 R.N./RPN Ratio

At the time of considering whether or not to increase the ratio of Registered Nurses/Registered Practical Nurse in any department, the Hospital agrees to consult the Union in advance of any decision being made. The Director of Human Resources of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

25.08 Bulletin Board

The Hospital agrees to install one (1) bulletin board, with glass and locks for the exclusive use of Local 2458, at the Union's expense, and in the current location of the Local 2458 and the O.N.A. bulletin board.

25.09 Modified Work

Prior to any employee returning to work on a modified work program, the Hospital will notify, and meet with a representative of Unifor and/or the Union Chairperson to arrange a back to work program for the employee.

The Employer agrees to supply the Unifor Representative on the Occupational Health and Safety Committee with a copy of the Employer's Report of Accidental Injury or Industrial Disease (W.S.I.B.'s Form 7 of the Employer's own form containing the same information), as soon as possible where such report relates to a member of the bargaining unit.

25.10 Occupational Health and Safety

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.

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety committee one representative selected or appointed by the Union from amongst bargaining unit employees.

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.

The Hospital agrees to co-operate reasonably in providing, necessary information to enable the committee to fulfill its functions.

Meetings shall be held quarterly or more frequently at the call of the co-chairpersons if required. The committee shall maintain minutes of all meetings and make sure the same is available for review.

Any representative appointed or selected shall serve a term of one calendar year from the date of appointment which may be renewed for further periods of one year.

A member of the committee is entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to attend committee meetings and such time as is necessary to carry out inspections and

investigations in accordance with the provisions of the Occupational Health and Safety Act.

A member of the committee shall be deemed to be at work during the time described herein and shall be paid for those times at the employee's regular rate.

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

At no time shall the number of Employer members on the committee be greater than the number of Union members on the committee.

The Union co-chairpersons shall be elected by and from the Union members of the committee. One co-chairperson shall be a Union member (but not necessarily Unifor member) and the other shall be an Employer appointee.

The committee shall function at all times in accordance with the Occupational Health and Safety Act as it may be amended from time to time.

#### 25.11 No Discrimination

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by any reason covered by the *Human Rights Code*, including age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, gender identity or gender expression.

Where the term "spouse" or "partner" is used in this agreement, it shall also mean same-sex spouse or partner, including but not limited to in respect of pension and benefits.

#### 25.12 Workplace Harassment

The parties are committed to providing a harassment free workplace.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Ref. Ontario Human Rights Code, Section 10 (1) and Occupational Health and Safety Act.

Any employee who believes that they have been harassed contrary to this provision may utilize the Hospital's policy and procedure, file a grievance in accordance with the provision contained in this agreement or pursue the matter through the Ontario Human Rights Tribunal or Ministry of Labour.



Harassment is in no way to be construed as properly discharged supervisory responsibility including the delegation of work assignment, the assessment of discipline or any conduct that does not undermine the dignity of the employee . Neither is this policy meant to inhibit free speech or interfere with free speech or interfere with normal social relations

#### 25.13 Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. The statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer and the Union will treat such information in a confidential matter unless required by law to report.

Further, 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 necessary referrals. The Hospital agrees to provide a confidential phone line that employees can access to contact the Women's Advocate and a private room in which to meet (arrangements to be made through Human Resources). The Union will fund the training registration fee and the Hospital will fund up to three (3) days' pay for such advocate to be trained, the balance of which will be paid by the Unifor. Travel and lodging expenses will be reimbursed, on receipt, up to a maximum of two hundred, fifty dollars (\$250.00) per day of training, to a maximum of three (3) days. The Hospital reserves the right to approve any such training programs.

#### 25.14 Hepatitis B Vaccine

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

b) Influenza Vaccine

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

- i. Employees shall, subject to the following, be required to be vaccinated for influenza.
- ii. If the full cost of such medication is not covered by some other source, the Hospital will pay the full incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- iii. Hospitals recognize that employees have the right to refuse any required vaccination.
- iv. If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Hospital until such time as the employee is cleared to return to work.
- v. If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- vi. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- vii. Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- viii. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

25.15 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of the Hospital, provide information of such employment to the Hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

**ARTICLE 26 – WAGES**

26.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the wages as set out in Schedule "A" entitled effective Wage Grid.

26.02 Wages shall be paid every second Thursday via Direct Payroll Deposit System, except where delays or disruptions occur due to statutory holidays (such as Christmas and Boxing Day) or other problems beyond the control of the Hospital (bank computer etc.).

### ***ARTICLE 27 – PRE PAID LEAVE PLAN***

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

- (a) The Plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (ie. The salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be two (2) from the combined full time and part time bargaining units. The year for the purposes of the program shall be September 1 of one year to August 31 the following year or any other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty (20) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of

premiums for any health and welfare benefits in which she is participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement shall include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 27 of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

## **ARTICLE 28– EARLY RETIREMENT**

- 28.01 (a) Prior to issuing notice of long term or permanent layoff to employees, the Hospital will first offer early retirement allowances to a sufficient number of employees eligible for early retirement under HOOPP in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff, provided that the Hospital will not be required to hire a new employee from outside the bargaining unit to replace an employee who accepts such an early retirement package.
- (b) An employee who elects the early retirement option shall receive two (2) weeks salary per year of service plus a prorated amount for any partial year to a maximum of twenty-six (26) week's pay.
- (c) The Hospital shall provide health and welfare coverage to age sixty-five (65) for those employees who retire early on the same basis as active employees. The retired employee's share of premiums, if any, shall be paid by post-dated cheques as arranged by the Hospital.

## **ARTICLE 29 – VOLUNTARY EXIT OPTION**

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

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks salary for each year of service, to a maximum of twenty-six (26) weeks' pay.

### **ARTICLE 30 – GENERAL**

30.01 The Union and the Employer will share equally the cost of printing the Collective Agreement in booklet form.

30.02 Whenever the singular or masculine gender is used throughout the Collective Agreement, it shall be construed as the plural or feminine gender or gender neutral where the context hereof or the parties hereto require.

30.03 Whenever notice is required pursuant to the Collective Agreement, such shall be deemed to have been properly served if mailed to the attention of the Business Representative of the Union at the ordinary place of business, and to the attention of the Director of Human Resources of the Hospital, again, at the ordinary place of business.

30.04 This Collective Agreement, except as otherwise specifically stated herein shall be effective from the 1st day of October, 2021 up to and including the 30<sup>th</sup> day of September, 2024, and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province.

30.05 In the event that either party gives written notice to amend the Agreement or make a new Agreement within one hundred and eighty (180) days prior to the September 30<sup>th</sup>, 2024, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

30.06 Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of the expiry date of the former Agreement and to all new employees hired since that date. Retroactivity will be paid within three (3) pay periods of the Employer being notified of the Award / ratification.

If an employee shall have terminated his/her employment since the expiry date of the former Agreement, the Employer shall mail the cheque to the employee to the last known address on the records of the Employer.

Retroactivity will be paid within three (3) pay periods of the employee making such claim.

### 30.07 Central Negotiating Committee

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

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

An employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to a maximum of ten (10) days. Compensation for members of the Union's Central Negotiating Committee shall be as per the Participating Hospital's collective agreement for negotiating committees.

For greater clarity, central bargaining and the utilization of the paid time for the Union's Central Negotiating Committee members shall not commence until:

- (a) The local parties reach a mutually agreed upon settlement; or
- (b) An impasse is reached between the Union and the Hospital at the local level.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be one from each defined participating bargaining unit.

The Union shall advise the Hospitals' Central Negotiating Committee, upon signing the Memorandum of Conditions, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the Hospitals accordingly.

It is understood that this clause does not apply to a Hospital that is not participating in Central Bargaining.

DATED IN WINDSOR, ONTARIO THIS 25<sup>th</sup> DAY OF May, 2022.

FOR THE HOSPITAL

*[Signature]*  
*[Signature]*  
*[Signature]*  
   
 

FOR THE UNION

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 

/ddcope343



**Unifor Service Wage Scale 2021**

<b>MAINTENANCE I</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 28.66	\$ 29.40	\$ 30.15	
1-Oct-22	\$ 28.95	\$ 29.70	\$ 30.45	
1-Oct-23	\$ 29.24	\$ 29.99	\$ 30.75	

<b>MAINTENANCE II</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 27.13	\$ 27.86	\$ 28.55	
1-Oct-22	\$ 27.40	\$ 28.13	\$ 28.84	
1-Oct-23	\$ 27.67	\$ 28.42	\$ 29.13	

<b>MAINTENANCE III &amp; CARPENTER</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 25.03	\$ 25.70	\$ 26.34	
1-Oct-22	\$ 25.28	\$ 25.96	\$ 26.60	
1-Oct-23	\$ 25.53	\$ 26.22	\$ 26.87	

<b>PORTER/TRANSPORTATION ATTENDANT</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 22.94	\$ 23.56	\$ 24.16	
1-Oct-22	\$ 23.17	\$ 23.80	\$ 24.40	
1-Oct-23	\$ 23.40	\$ 24.04	\$ 24.64	

<b>HOUSEKEEPERS</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 22.20	\$ 22.83	\$ 23.42	
1-Oct-22	\$ 22.42	\$ 23.05	\$ 23.66	
1-Oct-23	\$ 22.65	\$ 23.28	\$ 23.89	

<b>MDR TECHNICIAN</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 23.51	\$ 24.11	\$ 24.73	
1-Oct-22	\$ 23.75	\$ 24.35	\$ 24.98	
1-Oct-23	\$ 23.99	\$ 24.59	\$ 25.23	

<b>REGISTERED PRACTICAL NURSE (RPN)</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
1-Oct-21	\$ 29.49	\$ 30.23	\$ 30.96	
1-Oct-22	\$ 29.79	\$ 30.53	\$ 31.27	
1-Oct-23	\$ 30.08	\$ 30.84	\$ 31.58	

<b>PT/OT ASSISTANT / AMBULATION ASSISTANT</b>				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<b>1-Oct-21</b>	\$ 24.23	\$ 25.33	\$ 26.42	\$ 27.51
<b>1-Oct-22</b>	\$ 24.47	\$ 25.58	\$ 26.69	\$ 27.79
<b>1-Oct-23</b>	\$ 24.72	\$ 25.84	\$ 26.95	\$ 28.07

<b>PSW</b>				
	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	
<b>1-Oct-21</b>	\$ 23.68	\$ 24.34	\$ 24.96	
<b>1-Oct-22</b>	\$ 23.92	\$ 24.58	\$ 25.21	
<b>1-Oct-23</b>	\$ 24.16	\$ 24.83	\$ 25.46	

The position of Lead Hand shall be paid an additional \$1.25 per hour above the relevant classification. The parties agree that this position shall be posted as determined by the Employer and filled in accordance with Article 13.02 of the Collective Agreement.

### ***LETTER OF UNDERSTANDING #1 – RE. UTILIZATION OF RPN SKILLS***

The parties agree to the following language concerning the utilization of RPN skills:

The Hospital supports utilizing RPN's for the skills for which the Hospital requires them to perform in the areas involved.

The Hospital agrees to provide education for current RPN's for the additional skills which the Hospital requires them to perform.

### ***LETTER OF UNDERSTANDING #2 – RE. ROSTER OF ARBITRATORS***

Further to Article 8.01 the following can be used as Sole Arbitrators:

Brian Etherington  
David Williamson  
Michael Watters  
Colin Johnston

### ***LETTER OF UNDERSTANDING #3 – RE. REVIEW WSIB AND ABSENTEEISM***

The parties agreed that there are many costs to employees, Hospitals and the health care system in Ontario associates with workplace injuries and absenteeism. The Hospitals and Unifor are committed to discuss these costs, and possible avenues of reducing them.

The parties will meet to discuss the ergonomics of identified positions, the workplace health and safety and make evidence based changes.

The parties will meet with individual employees to discuss their use of sick time, WSIB injuries, EAP and return to work procedures.

### ***LETTER OF UNDERSTANDING #4 – RE. PAID EDUCATION LEAVE PROGRAM***

The Hospital will pay to the Paid Education Leave Fund of the Unifor a lump sum of four hundred dollars (\$400.00) in September of each year of the Collective Agreement. A copy of all payments shall be forwarded to Unifor Local 2458.

### ***LETTER OF UNDERSTANDING #5 – RE. LOCAL HOSPITAL INTEGRATION NETWORKS***

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Labour Management Committee. The Union will be provided with any pertinent financial and staffing information involved in such an initiative.

Employees who are relocated/transferred\* to another Employer as a result of a LHIN determination will retain their seniority and service at their original Hospital for a twenty-four (24) month period.

Without prejudice to the Union's or Hospital's rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that twenty-four (24) month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another Employer.

Where a LHIN initiative results in a transfer/relocation\* of an employee from one participating Unifor Hospital to another participating Unifor Hospital covered under the terms and conditions of this collective agreement, the Hospital agrees to maintain the wage level of any such employee subject to the following conditions.

An employee transferred to the Hospital under such an initiative shall be placed at the same level of pay on the wage grid that he or she was at his or her previous Hospital.

Where the employee received a higher rate of pay at the previous Hospital, he or she will be placed at the step closest to their previous level of pay on the wage grid for that classification provided that the employee does not receive a lesser amount of pay (i.e. where the wage rates are not the same, the employee will be placed at the next step on the grid).

Where there are no higher steps on the appropriate wage grid, that employee shall have his or her pay rate "red circled" until such time that the grid catches up to their current level of pay.

\* Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

### ***LETTER OF UNDERSTANDING #6 – RE. CPR***

In the event the Hospital provides or assists in providing CPR certification for members of the ONA bargaining unit, the same will be extended to the RPN members of this bargaining unit.

### ***LETTER OF UNDERSTANDING #7 – RE. UNION RECORDS***

The Employer agrees that it will supply a lockable filing cabinet in a suitable location for the use of the Union.

The Employer will also make best efforts to provide the Union with available meeting space as needed to meet with employees in a confidential manner. In this regard, the Union shall provide as much advance notice as possible of its meeting request.

#### ***LETTER OF UNDERSTANDING #8 – RE. PROFESSIONAL PRACTICE***

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

In the event that an employee or group of employees, covered under the *Regulated Health Professions Act* are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Professional Responsibility Workload Report Form" which shall be provided to the supervisor and to the Union. The "Professional Responsibility Workload Report Form" will be attached as an Appendix to the Collective Agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employees satisfaction, the employee, or group of employee's may submit their concerns to the director, and if still not resolved to the vice-president, through their Union Representative.

#### ***LETTER OF UNDERSTANDING #9 – RE. PART TIME BENEFITS***

Part-time employees shall have a one time option to purchase health and insured benefits during the life of this agreement.

The Employer will provide costing of each benefit for the part-time employees to review prior to selection.

Part-time employees will be responsible to submit the monthly premiums on the 1<sup>st</sup> of each month to the Employer.

#### ***LETTER OF UNDERSTANDING #10 – RE. PROFESSIONAL LIABILITY COVERAGE***

Should an employee, who is a Health Professional under the *Regulated Health Professions Act* be required to provide his or her Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the employee with a letter outlining the Hospital's liability coverage for Health professionals in the Hospital's employ.

#### ***LETTER OF UNDERSTANDING #11 – RE. STUDENT SUPERVISION***

Nurses, if agreeable 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 the 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.

***LETTER OF UNDERSTANDING #12 – RE. MENTAL HEALTH/HEALTH AND SAFETY***

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer 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.

***LETTER OF UNDERSTANDING #13 – RE. PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019***

In the event that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered inoperative, the parties agree to return to the bargaining table to renegotiate all additional issues affected by Bill 124, including any retroactive adjustments.