

# **COLLECTIVE AGREEMENT**

- between -

## **WINDSOR REGIONAL HOSPITAL (SERVICE UNIT)**

- and -



**UNIFOR AND IT'S LOCAL 2458**

**April 1<sup>st</sup>, 2021 – March 31<sup>st</sup>, 2024**

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## **ARTICLE 1 – RECOGNITION**

- 1:01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees of Windsor Regional Hospital, Windsor, in the classifications of Health Care Aide, Unit Aide, Orderly, MDR Tech, Patient Service Worker, Receiver, Porter, Housekeeper, Dietary Helper, Cafeteria Aide, Dietary Supply Clerk, Dietary Assistant, Grounds Keeper, Equipment Maintenance Worker, Carpenter, Painter, Plasterer, Wheelchair Maintenance Attendant, Psych Attendant, Addictions Attendant, Bus Driver/Porter, Tray Carrier, Patient Registration Porter, T.H. Server (Retail Server), Driver, ESW, FSW, Porter, Ward Helper, ER Porter, Assistant Cook, Radiology Helper, FSW (Diet Office), Store Person, Team Attendant, PSW, Renal Dialysis Assistant, Team Lead Stores, Cook, Carpenter, Painter, Summer Student, save and except Paramedical employees, Supervisors, persons above the rank of Supervisors and persons for whom any trade union holds bargaining rights.
- (b) All probationary employees and all employees in a supervisory or confidential position are excluded from this agreement. All other employees are eligible for membership in the Union and are subject to the terms of the Collective Agreement.
- 1:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

## **ARTICLE 2 - UNION SECURITY**

- 2:01 The employer agrees that it will obtain the signatures of all new employees on the Unifor membership card.

### 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 20th day of the following month.

- (e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- (f) The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.
- (g) The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

#### 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.
- 2:02 The record referred to in Subsection 2:01 above, shall include the names of employees from whose pay deductions were not made because of absence for injury or illness or because employment has been terminated.
- 2:03 The Employer shall permit the Chairperson or designate of the Bargaining Unit a meeting with all new employee(s) during Orientation as scheduled by the Employer. Such meeting will be to introduce the new employee to the Bargaining Unit and to explain the Collective Agreement and any other matter of interest. The Employer may have a representative present at the aforementioned meeting if so desired.
- 2:04 During the term of this agreement the Employer agrees to furnish the Union Office and the Chairperson monthly with a written list of all new full and part-time Union members hired during the preceding month. Such list shall include the date of hire, the department and classification in which the employees are working.
- 2:05 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer by any of its members or representatives, and that there will be no solicitation for collection of dues or other Union activity on the premises of the Employer during an employee's working hours which will interfere with or impair efficiency, save and except an interview with an employee as provided for in Paragraph 2:03 hereof.

### **ARTICLE 3 - MANAGEMENT FUNCTION**

- 3:01 The Union acknowledges the exclusive function of the Employer to operate and manage the Hospital in accordance with its obligations and subject to the terms and conditions of the Agreement:

- (a) To direct the working force, including the right to hire, suspend, transfer, promote, demote, discharge, or discipline for just cause, and to maintain discipline and efficiency among its employees, subject always to the grievance procedures herein set forth.
- (b) To make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement.
- (c) To eliminate or discontinue any job in whole or in part and/or to hire independent persons, firms or agencies subject to the provisions set forth in Article 28.01.
- (d) A probationary employee may be discharged at the sole discretion of the Hospital and the discharge of a probationary employee shall not be the subject to the grievance or arbitration procedure. However, the Union reserves the right to grieve the termination of a probationary employee if the termination is discriminatory, arbitrary or in bad faith.

#### **ARTICLE 4 – LABOUR MANAGEMENT**

- 4.01 The parties mutually agree that in order to create an atmosphere of good labour relations, that effective and regular communication would be beneficial. To that end, the parties agree to commence regular Labour-Management Committee meetings during the term of this Agreement. The Committee shall be composed of four (4) members representing each party and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. An agenda of matters proposed to be discussed will be exchanged at least five (5) calendar days prior to the scheduled meeting.

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

- 5.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitral. 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.

**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.

**Discharge/Suspension Grievance**

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

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.

### **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.

### **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.

5.02 It is understood and agreed that the Employer may bring forward to any meeting held with the representatives of the Union any complaint with respect to the conduct of the

Union, its Officers, Committeepersons, in connection with matters affecting the Employer, its Officers, Director and Employees, and that if such complaint by the employer is not settled to the satisfaction of the employer, the employer may within five (5) days from the date of the meeting submit the complaint in writing to the President of the Union and it shall be treated as a grievance and referred to arbitration in the same way and to the same extent only as the grievance of an employee.

## **ARTICLE 6 – ARBITRATION PROCEDURE**

6.01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

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.

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.

No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.

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.

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*.

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 7 – DISCIPLINE AND DISCHARGE**

7.01 The Employer shall not discharge or suspend any employee without just and sufficient cause. The Employer shall direct a letter to the employee concerned confirming such discharge or suspension and reasons for such action. The notice of discharge or suspension will be provided to the Chairperson and the Union Office.

- 7.02 Warning, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been discipline free for a period of fourteen (14) months.
- 7.03 An employee upon his/her written request and in the presence of a representative of the Employer will be given access to their own personal file.
- 7.04 Immediately prior to the discipline meeting the hospital will provide the union representative with notification of the impending discipline. In all cases of suspension or discharge, a Union Committee Person will be present, unless that right is waived by the employee in the presence of the Union Committee Person.
- 7.05 The parties agree that any disciplinary action will be imposed upon an employee within fourteen (14) calendar days of the employee's supervisor or designate being made aware of the incident giving rise to the discipline. The parties further agree to extend such time frame if an active investigation into the incident is on-going.

### **ARTICLE 8 – PROBATION**

- 8.01 (a) New full-time employees shall be considered probationary employees until they have completed sixty (60) working days.
- (b) New part-time employees' probationary period shall be the completion of four hundred and fifty (450) hours worked or ninety (90) days worked, whichever occurs first.
- 8.02 During the probationary period, the Employer will assess the performance, abilities, and suitabilities of the newly hired employee. When the Employer has concerns regarding the performance, abilities, or suitabilities of the employee, those will be shared with the employee.
- Where the Employer concludes that the newly hired employee cannot demonstrate the required performance or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.
- 8.03 A probationary employee may be discharged at the sole discretion of the Hospital and the discharge of a probationary employee shall not be the subject to the grievance or arbitration procedure. However, the Union reserves the right to grieve the termination of a probationary employee if the termination is discriminatory, arbitrary or in bad faith.

### **ARTICLE 9 – SENIORITY**

- 9.01 (a) Upon satisfactory completion of the probationary period, an employee will then acquire seniority subject to the terms of this Agreement, accruing from the last date of hire into the bargaining unit.
- (b) For full-time employees, seniority shall accrue on the basis of one year's employment equals one year's seniority.

- (c) For part-time employees, seniority shall accrue on the basis of one year's seniority for every 1664 hours worked. Part-time employees shall receive a maximum of one years' seniority in each calendar year.

Part-time employee's increment level shall be moved from the start to the six (6) month rate after 832 hours worked and from the six (6) month rate to the one (1) year rate after 1664 hours worked.

#### **9.02 Transfer of Service and Seniority**

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (a) In the event that a full-time employee becomes a part-time employee, such employee shall "carry with them", all accumulated seniority to the date of becoming a part-time employee. In calculating accumulated seniority after becoming a part-time employee, one (1) years' service shall equal 1,664 hours worked.
- (b) In the event that a part-time employee becomes a full-time employee, such employee shall "carry with them" all accumulated seniority to the date of becoming a full-time employee. In calculating seniority after becoming a full-time employee, such calculation shall be on the basis of one (1) year's employment equals one (1) years seniority.

Part-time employees transferring to full-time must meet the enrolment requirement of the benefit plans before being enrolled in such plan.

- 9.03 The Employer shall maintain a single integrated seniority list showing the employee's name, classification, date of hire, seniority date if full-time, accumulated hours for the previous year period if part-time and seniority shown in years and months.

- 9.04 The seniority list shall be posted by the employer every year, namely on the 15<sup>th</sup> day of January, in a location where they will be accessible to the members of the Union. Copies of said seniority list shall be mailed to the Union Office and Chairperson on such dates or soon thereafter.

Upon written request by the Union the employer agrees to provide all relevant information in order to resolve discrepancies relative to an alleged inaccuracy of the most recently posted seniority list. Such information shall be provided to the union no later than thirty (30) days upon receipt of such written request.

- 9.05 The words "continuous service" or "continuous employment" where used in Article 9 of this Agreement, shall mean unbroken employment and seniority and shall include:

- (a) Vacations and holidays;
- (b) Scheduled days off;
- (c) Approved leave of absence;
- (d) Suspensions;
- (e) Absence because of illness or injuries;
- (f) While laid off for a period not exceeding thirty-six (36) months;

- (g) A leave of absence due to pregnancy, adoption and parental leave;
- (h) Absence because of illness or injury compensable under Workplace Safety and Insurance Act.

9.06 It is acknowledged and agreed that during the above time periods, seniority will accrue for the purpose of determining seniority for layoff and recall, job posting, choice of vacation period and for determining the qualifying period for vacation entitlement but during these time periods there will be no accrual of vacation pay.

9.07 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and his employment terminated for any of the following reasons:

- (a) if the employee quits or retires;
- (b) if the employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;
- (c) if the employee is laid off for more than thirty (30) months;
- (d) if the employee fails to report for work upon termination of leave of absence, vacation, suspension, or specified recall date without justifiable reason.

9.08 Where two (2) or more employees have the same seniority than as between them, seniority shall be determined as by date of birth, in chronological order. For example, January 1 would be determined to have greater seniority than December 1, regardless of birth year.

**9.09 Transfer to Positions Outside of the Bargaining Unit**

An employee who is transferred to a position outside the bargaining unit for a period of up to twelve (12) months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This clause will only apply to other unionized positions within the hospital and shall not apply to non-union or management positions.

## **ARTICLE 10 – LAYOFF AND RECALL**

**10.01 Notice of Layoff**

- (a) There shall be at least four (4) months' notice in the event of a proposed layoff or reduction of hours if full-time, of a permanent or long-term nature, or in the event of a substantial bed cutback in service which affects, or could affect, the Bargaining Unit.

The Employer agrees to meet with the Union and discuss the reasons for such layoff, or reduction of hours if full-time, possible alternatives to it, and the method of implementation, including the numbers of employees to be affected.

The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than six (6) weeks, notice in writing, of his/her layoff with two (2) weeks notice per year of service up to a maximum of eight (8) weeks:

Service shall be calculated as stated above as of the date of the proposed layoff.

- (b) In the event of a layoff or reduction of hours if full-time, for a period of six (6) weeks or less, the Employer shall give each employee in the Bargaining Unit, who has acquired seniority, two (2) weeks' notice.
  - (c) However, the above notices will not be required if a layoff occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
  - (d) A copy of any layoff notices shall be sent to the Union at the same time as it is given or mailed to employee(s) concerned.
- 10.02 (a) In the event of a layoff or reduction of hours if full-time, such reduction shall be according to seniority within the classification and according to the position and status in the Department in which such reduction occurs.
- (b) No full-time employee within the bargaining unit shall be laid off by reason of that employee's total full-time duties being assigned to one (1) or more part-time employees.
  - (c) Prior to the reduction of any full-time or part-time employee as provided above, the working hours of the casual, temporary, term certain and probationary employees in the classification and Department affected shall be first reduced.
  - (d) In the event of a layoff the parties agree that the term certain position of any employee within the classification within the department impacted will be ended prior to displacement of the laid off employee.
- 10.03 (a) A full-time employee who is to be laid off or experience a reduction of hours shall be entitled to:
- (i) accept the layoff;
  - (ii) displace any less senior full-time or part-time employee within any department provided the full-time employee has more seniority than the employee they seek to displace and provided the full-time employee has the qualifications and ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
- (b) A part-time employee who is to be laid off shall be entitled to:
- (i) accept the layoff;

- (ii) displace any less senior part-time employee within any department provided the part-time employee has more seniority than the employee they seek to displace and provided the part-time employee has the qualifications and the ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
  - (c) In all cases, the retained employee must have the qualifications and ability to perform the work of the position and require no training other than orientation.
  - (d) Any person displaced through this procedure shall themselves be entitled to utilize the procedure.
- 10.04
- (a) Employees shall be recalled from layoff in reverse order to the layoff procedures provided in Article 10:03. No new employees will be hired in a classification until those laid off employees with seniority in that classification have been recalled.
  - (b) Vacancies that the Employer intends to fill will be filled through the Job Posting procedure unless an employee has been displaced or laid off from that position within twenty-four (24) months of the vacancy, at which time a recall shall occur. It is understood that all laid off employees shall be deemed to have applied for any such vacancy.
  - (c) Subsequent vacancies shall be filled as per 10:04 (b) above.
  - (d) In all cases, the recalled employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.
  - (e) If a laid off employee is recalled to a position other than their original position within a classification, within a Department or if such employee's original position was made redundant, the scheduling of shifts for that employee will be according to seniority by classification within the Department.
- 10.05
- (a) An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union as well.
  - (b) Such employee shall have three (3) days to report and advise the Employer of their intent to report to work.
  - (c) If an employee is recalled but cannot report for work due to illness or injury on the day specified but is able to report within sixty (60) days of that date, accommodation shall be granted as per Article 25 of the Collective Agreement provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
  - (d) If an employee is recalled but cannot report for work due to illness or injury within sixty (60) days of the day specified, then the next senior employee shall be entitled to recall and the ill or injured employee shall retain their seniority position and shall be returned for work upon providing medical evidence of fit to return to regular or modified duties provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.

(e) Recalled employees are subject to Article 9:05 (f).

10.06 An Employment Insurance (E.I.) Record of Employment form will be furnished to a laid off employee within seven (7) days following the date of layoff.

10.07 When the Hospital intends to reduce services in whole or in part for up to two (2) consecutive weeks at a time over Christmas, March break, Summer shutdown ("temporary service reduction") the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than four (4) weeks prior to the effective date of the shutdown. In addition, the employees in their respective departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence or request a temporary transfer to another department.

The Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity by aligning employees who wish to work with other employees in the same classification who would be willing to take time off so that both could be accommodated by a temporary transfer. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating "a shortage of work" will be provided in accordance with the Employment Standards Act if requested.

#### **10.08 Benefits on Layoff**

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium costs of a benefit or benefits for up to twelve months (12) following the end of the month following the month in which the layoff occurs. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

#### **10.09 Severance and Retirement Options**

In the event of a layoff affecting the permanent reduction of bargaining unit positions, the parties agree that they will meet to identify the number of positions within a classification that will be eliminated as a result of the layoff. The Hospital is not required to make early retirement options available beyond the identified affected classification(s) and this Article will not apply on subsequent displacements, if any.

For the sake of clarity these severance allowance provisions do not apply to layoffs resulting from internal reorganization where there is no reduction of either full time or part time positions in the bargaining unit.

The parties agree that where there is a permanent reduction of positions, employees affected will be entitled to the following options.

- (a) Where an employee resigns effective within thirty (30) days after receiving notice of layoff pursuant to Article 10:01 (a) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12)

months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

- (b) Prior to issuing notice of layoff pursuant to Article 10:01 (a) to employees in the affected classification in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of active employees eligible for early retirement under HOOPP within the affected classification(s) in order of seniority to the extent that the maximum number of employees within an affected classification who elect early retirement is equivalent to the number of employees whose positions have been eliminated within the affected classification.

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature in the affected classification may retire provided that the employee is eligible to retire under the terms of the Healthcare of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump sum payment equal to one thousand dollars (\$1,000.00) for every year less than age sixty-five (65), to a maximum of five thousand dollars (\$5,000.00).

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

## **ARTICLE 11 - NEGOTIATING COMMITTEE AND COMMITTEEPERSONS**

11:01 The Employer acknowledges the right of the Union to appoint or otherwise elect a Union Negotiating Committee composed of two (2) employees from the Met campus and two (2) employees from the Ouellette campus, plus the Chairperson and co-Chairperson and the National Representative or other Union representative and will recognize and deal with said committee with respect to any matter which properly arise for its consideration. Any member of the Union Bargaining Committee who is required to attend negotiations (up to but excluding arbitration) on a day (or days) normally recognized as their day(s) off, will receive alternate day(s) off (without pay) at a time mutually agreed upon between the employee and their Supervisor. Committee members shall not suffer any loss of wages for time spent during negotiations with the Employer up to but excluding arbitration.

11:02 The Employer acknowledges the right of the Union to appoint or otherwise elect twelve (12) Committeepersons made up of six (6) employees from the Met campus and six (6) employees from the Ouellette campus, as well as one (1) Chairperson and one (1) vice-chairperson to assist employees on all shifts in presenting their grievances to the Employer or its representatives.

The Employer acknowledges the right of the Union to appoint from the representatives, one Committeeperson from amongst the part-time employees to represent part-time employees at each campus.

- 11:03 The Union acknowledges that the Committeepersons and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor for absences of reasonable duration for this purpose will not be unreasonably withheld.

In accordance with this understanding, any such employee shall not suffer loss of pay while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours. In the case of a rights grievance which proceeds to arbitration, the one (1) Committeeperson who has been involved in such grievance will suffer no loss of pay up to and including arbitration hearings.

- 11:04 The Hospital recognizes that the Chairperson has unique responsibilities and will make reasonable efforts to ensure her/his availability to fulfill such responsibilities. In this connection, the Chairperson will be assigned duties on the day shift only, Monday to Friday.
- 11:05 The Union will inform the Employer in writing of the names of Committeepersons and the name of the Chairperson and co-Chairperson, and any changes therein. The Employer agrees to furnish the Union with the names and any changes therein, of its Managers and those ranking above Manager.
- 11:06 The Union may submit to the Employer the name of the alternate for the Chairperson, when the Chairperson is off work, to act on his/her behalf.

**11:07 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.

#### **11:08 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".

#### **11.09 Bulletin Board**

The Employer agrees to provide to the Union with a locking glass covered bulletin board. The board is to be placed in a visible location mutually agreed to by the parties. The contents of the bulletin board are to be at the sole discretion of the Union with the approval of the employer.

### **ARTICLE 12 - STRIKES AND LOCKOUTS**

12.01 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 *The Labour Relations Act*, as amended.

### **ARTICLE 13 - NO DISCRIMINATION / WORKPLACE HARASSMENT**

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

#### **13.02 No Discrimination**

The Employer and the 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 reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation or any factor not pertinent to the employment relationship, save and except those limitations as set out in the legislation of the province of Ontario.

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 pension and benefits.

#### Workplace Harassment

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

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

Any employee who believes they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital's policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If any employee or the union makes a complaint under the Hospital's Protection of Human Rights in the Workplace policy and files a grievance, the subject matter of the complaint will not be referred to arbitration until the mediation process has been completed or ninety (90) calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospital's Protection of Human Rights in the Workplace policy if a member of the Union is a complainant or respondent.

### **ARTICLE 14 - UNIFORMS**

14.01 The Union acknowledges that the right to introduce a "dress code" for a department that provides that employees within the department must wear a specific colour of clothing as a condition of employment. The Hospital will not be required to purchase such clothing or provide any reimbursement to employees. In the event that the Hospital requires a specific type of clothing (i.e., A specific style of shirt or top or pants) for a department that must be purchased to be in a similar style to other staff then the Hospital must provide full time with five (5) such articles of clothing and provide part time employees with three (3) such pieces of clothing per year. Where the Hospital requires that employees wear "OR" scrub uniforms as part of their duties, the Hospital will provide those uniforms at no cost to the employee. If "OR" scrub uniforms are no longer required for the performance of the employee's work, the employee shall return such uniforms to the Hospital, forthwith. Effective January 1, 2019 fulltime employees shall receive seven (7) uniform shirts and part-time will receive five (5) uniform shirts once per contract.

For clarity, the parties acknowledge and agree that a specific style or shirt or top or pants shall not be interpreted to capture a required to wear scrubs or another type of clothing, generally. As of July 2021, there are no specific styles of uniform required by the Hospital.

14.02 The Employer will make available outer wear consisting of parkas, boots, gloves and heavy raincoats for those employees who require them in the course of their duties.

14.03 Effective upon ratification, the Hospital will provide one pair of safety shoes up to three hundred dollars (\$300.00) in each calendar year, payable upon submission of receipt to their Manager, to each employee who is required by the Hospital to wear safety shoes. Such shoes must be Hospital and C.S.A. approved and must be worn at all times. IN the case of employees assigned to the MDRD department, the Hospital will provide one pair of waterproof safety shoes/boots (approved by the Hospital and C.S.A.) up to two hundred dollars (\$200.00) in each calendar year, payable upon submission of receipt to their Manager.

When an employee accepts a job for which the Hospital requires them to wear safety shoes, or in the case of employees assigned to the MDRD department, waterproof safety shoes/boots, they shall obtain and wear such shoes for the duration of the trial period. Employees will be reimbursed by the Hospital, upon the submission of receipt to their Manager, following the successful completion of the trial period.

#### **ARTICLE 15 – JOB POSTINGS**

15.01 The employer shall post all vacancies and new jobs created on bulletin boards where all employees may see them, and they shall be posted for five (5) consecutive calendar days excluding Saturday, Sunday and holidays. Employees eligible for consideration shall be limited to those employees who have applied in writing for the posted opening within the posting period.

(a) Transfer File: The Hospital will establish and maintain an employee transfer file for persons on vacation, off sick due to illness or injury or persons on an approved leave of absence. Whenever permanent job postings occur, the Hospital shall consider said employees provided that they have completed (and submitted) a transfer request form indicating their interest in transferring from their present job classification.

(b) The request for transfer will indicate: the employee's name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment and requested shifts. A request for transfer shall become active as of the date and time it is received by the Hospital and shall remain active only until the employee returns to work.

(c) The requests for transfer will be considered as applications for permanent posted vacancies. Employees will also be eligible for consideration when such employees have applied, in writing, for the posted opening within the posting period.

15.02 Employees shall be selected for positions under Article 15.01 above on the basis of seniority provided they have the qualifications and ability required to perform the job. Failing this, the Hospital shall take such steps as may be required to fill the opening.

15.03 If a transfer to another classification is either voluntary or as a result of a job posting or is initiated by the Employer, the employee will maintain the same grid level according to

their seniority and shall further advance through the increment grid as outlined in this Collective Agreement.

- 15.04 Each Notice of Opening shall contain a description of the requirements for the posted position for the purpose of ensuring that applicant(s) have an understanding of where and what the opening represents. The following items will appear on all job postings:

Normal Assignment, Classification, Department, Qualifications, Rate of Pay, Shift

- 15.05 At the request of an employee, the Employer agrees to give an unsuccessful applicant for a new job or vacancy its reasons for such employee failing to qualify for such job or vacancy. Such reasons shall be given to an employee in the presence of the Chairperson of the Union if the employee so requests.
- 15.06 (a) A successful full-time and part time applicant for a posted position will be on a trial period of fifteen (15) days worked. If the Hospital and the employee agree that he or she should stay in such new job, seniority privileges shall transfer with the employee and the procedure set out in sub-articles 9:02(a) and (b) (seniority) shall be utilized if required. In the event that employees revert to their previous jobs at the discretion of the Employer or employee, they shall maintain all the seniority of the previous employment. An employee-initiated reversion will be allowed on one occasion during a twelve (12) month period.
- (b) If an employee is the successful applicant for a term certain position, the employee has a ten (10) working day trial period to determine if he/she wants to remain in the term certain position. The Employer also has ten (10) working days to determine if the employee is suitable for the term certain position. If the employee remains in the term certain beyond the ten (10) day trial period, then such employee must remain in the time certain position for the full duration of the term position.
- 15.07 The Hospital may fill any opening on an interim basis until the posting procedure and selection process is completed and arrangements have been made to place the successful applicant in the job. Unless the Union and the Hospital agree otherwise, an employee who is the successful applicant to a job posting shall be transferred by the Hospital to their new position within thirty (30) calendar days of having accepted said job posting, excluding the four (4) week Christmas Schedule. The parties agree that when a delay in transfer is beyond the control of the Hospital or when the training period for a position exceeds thirty (30) calendar days, all terms and conditions of the employee's employment shall remain status quo until they are actually transferred. Otherwise with the exception of hours of work, they will begin to receive the terms and conditions of the new position if greater. A transfer will not be arbitrarily or unnecessarily delayed.
- 15.08 (a) A successful job bid will be defined as any offer for a posted full time or part time vacancy which has been accepted by an employee signing the appropriate form from Human Resources. The employee has a maximum of forty-eight (48) hours to make their decision. If the employee decides to decline the position prior to actually transferring to the new position then this shall serve as one (1) successful job bid. Employees who are awarded "Term Certain" positions (as defined by Article 15:12) will not have such appointment(s) counted as successful job bids.

Said employees will be required to remain in such positions (subject to the provisions of Article 15:06) for the full term of such vacancy before being eligible to bid or transfer to another position. However, such obligation would be waived if a permanent full time or part time vacancy arose.

- (b) An employee shall be allowed only three (3) successful job bids in any calendar year. However, the application of this language shall not restrict a part time employee from successfully bidding to a full time regular position.
- (c) The parties agree, at a mutually agreeable date and time, to discuss trial periods for individuals who are off on extended leaves for greater than six (6) months.

15.09 If a position is not being replaced or if there is to be a delay in filling it, the Hospital will notify the Chairperson.

15.10 The Employer agrees that copies of Job Descriptions will be made available to the Union on request. The Employer agrees to give the Chairperson a copy of the job postings.

**15.11 Temporary Vacancies**

Temporary full-time vacancies which are expected to exceed four (4) weeks but not more than six (6) months shall be filled as follows:

- (a) Part-time employees within the Department, within the classification of which a temporary vacancy occurs shall be given the opportunity to fill the vacancy in order of seniority. If such vacancy is not filled through the above then qualified part-time employees within the Department shall be given the opportunity to fill the temporary vacancy in order of seniority
- (b) If the temporary vacancy is still not filled after the provisions in (i) have been followed, then a new employee hired into a temporary vacancy shall be hired as a regular employee except they shall be terminated at the end of their temporary appointment and shall not accumulate seniority.
- (c) Part-time employees who fill the above temporary vacancies shall be treated as a regular employee and covered by the provisions of the Collective Agreement and at the expiration of the full-time temporary vacancy, such employee shall return to their former position. However, it is understood that the more senior part-time employee shall at all times be filling such vacancies, e.g., at the expiration of one full-time vacancy, a seniority employee would have the right to move to a second full-time vacancy if such vacancy was filled with a less senior employee, and then at expiration of that vacancy return to their former position. Changes to filling full time vacancies will happen at a posted schedule, and prior to such time, the Hospital will utilize the language in 17.06 (a) to secure full time hours for the affected full time employee.
- (d) It is understood that the part-time employee(s) filling the above full-time vacancy would not, for the duration of such vacancy, be participating in the provisions of the Collective Agreement that pertain to equalization of hours.

#### **15.12 Term Certain Employment - Full-Time and/or Part-Time**

- (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 in excess of six (6) months, and not more than twelve (12) 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 paid 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. If the Union requests, the Hospital agrees to disclose the reasons for not re-hiring.
- (c) Similarly, subsequent vacancies will be posted. Extra hours of work left behind as a result of filling the subsequent vacancy shall be filled in accordance with the Temporary Vacancies provision in Article 15:12.
- (d) The Hospital will notify the Union should any term certain appointment be extended, provided however that an extension beyond twelve (12) months shall be by 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.

#### **15.13 Summer Students**

From May 1 to the end of the pay period following Labour Day, December 15<sup>th</sup> to January 15<sup>th</sup> the Hospital may utilize Students for vacation relief provided the following criteria is observed:

- (a) If there are employees on layoff, there shall be a temporary, voluntary recall with automatic reversion to the previous position/status at the end of the vacation period;
- (b) All part-time employees are scheduled ten (10) days per pay, if available;
- (c) Then students will receive available hours.

It is further understood that the scheduling will be as stipulated by provisions of the Collective Agreement and the Union recognizes the Hospital's right to avoid overtime situations, however, should overtime arise, provisions of the Collective Agreement shall apply.

It is agreed that the use of summer students will not be used to circumvent or delay the job posting procedure outlined in this Collective Agreement.

- 15.14 Employees in the classification of Tray Carrier will be given the first opportunity for hours of work as a Student which includes replacing any extra hours of work required from May 1<sup>st</sup> to September 30<sup>th</sup> to a maximum of thirty-seven and one-half (37-1/2) hours per week in which case they will continue to be paid the Tray Carrier rate of pay.

## **ARTICLE 16 - WAGES**

16:01 The parties agree to a general wage increase of 1%, to be reflected in Schedule "A", across all classifications for each year of the Collective Agreement (1 % effective April 1, 2021, 1% April 1, 2022, and 1% April 1, 2023). Such wage increases shall be retroactive, with the Hospital using prudent efforts to effect such changes within three (3) pay periods following the ratification of this agreement by the parties.

16:02 The regular pay days for employees covered by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlements by direct deposit, calculated to and including the previous Friday. Pay stubs shall be issued electronically. The Employer shall endeavour to have the pay stubs available on Wednesday.

### **16:03 Shift Premium**

The Employer will pay a shift premium to all employees who begin working:

- (a) on or after 1500 hours on any shift, one dollar and ten cents (\$1.10) per hour. Effective following ratification increase to one dollar and twenty-five cents (1.25).
- (b) on or after 2300 hours on any shift, one dollar and ten cents (\$1.10) per hour. Effective following ratification increase to one dollar and twenty-five cents (1.25).

If the majority of an employee's hours worked falls between 1500 hundred hours and 0700 hours, the employee will be paid the shift premium for all hours worked.

### **16:04 Weekend Premium**

All employees in the bargaining unit will be paid a weekend shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked between 2345 hours Friday and 2345 hours Sunday. Effective following ratification increase to one dollar and fifty cents (\$1.50).

## **ARTICLE 17 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

17:01 The normal full-time hours of work shall be seventy-five (75) hours bi-weekly, consisting of ten (10) seven and one-half (7-1/2) hour days, exclusive of half-hour (1/2) meal periods. This is not to be read or construed as a guarantee of hours of work per day or per week or of days of work per week.

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

17:02 The recognized work week shall be from Saturday (the first scheduled shift) to Friday (the last scheduled shift).

- 17:03 Employees shall be in uniform and at their place of duty promptly at the commencement of each shift and shall remain on duty until the termination thereof.
- 17:04 Employees shall not be required to work more than six (6) consecutive days without his or her consent except in an emergency situation beyond the control of the employer. If an employee is required to work on a seventh (7<sup>th</sup>) or subsequent consecutive day, he will be paid at time and one-half (1-1/2) his regular hourly rate.
- 17:05 In the event of an employee working a full thirty-seven and one-half (37-1/2) hours in a single week, he shall be entitled to two (2) days off. The Employer hereby undertakes to use its best efforts consistent with the proper management of the Hospital to ensure that such days off may be taken consecutively, and it is understood that if taken consecutively the said days off need not fall within the same work week as defined herein. The Employer further undertakes and agrees to use its best efforts to rotate the consecutive days off as herein provided so as to effect equal distribution thereof among its employees. If an employee is required to work six (6) consecutive days or more, the following days off will be consecutive.
- 17:06 (a) The Hospital agrees to set forth the working schedule of employee in each department. The hours and days of work of each employee shall cover a four (4) week period and shall be posted two (2) weeks in advance. There shall be no change in the schedule of full-time or part-time employee(s) after being posted unless by mutual agreement of the Hospital and the affected employee except in the case of an emergency or in order to comply with other contractual provisions. If an error has been made in the preparation of the posted schedule and a part time employee has been scheduled in error, the least senior part time employee scheduled in that classification on that shift will be cancelled. Where an employee had a scheduled shift cancelled under this provision and a need arises for the Hospital to call in an employee for the same cancelled shift the employee who has had his or her shift cancelled will be given the first opportunity to work that call in shift.

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

In the event the schedule of an employee(s) must be changed, such change will be made as far in advance as possible. Affected employees unable to be informed of the change by checking the schedule will be notified by the Hospital.

The Hospital agrees there shall be no red x on the posted schedule.

Changes made after the schedule is posted will be indicated on the computerized schedule in different colours; green for switches, red for vacation, call-ins, refusals. Once a schedule is posted in the department any approved changes to the schedule shall be made by management (or their designates) in ink on the posted schedule. Both the posted schedule and the computerized schedule will be provided to the Union Chairperson upon request.

- (b) Mutual shift changes between employees in the same classification require prior approval by the Employer. Such approval shall be dealt with in a timely fashion and shall not be unreasonably denied by the Employer. Employees must have the

necessary skills and ability and training to perform the duties of the respective jobs that are subject to the shift exchange prior to the approval of the shift exchange by the Employer.

- (c) Written requests submitted to the Employer by full-time employees that work rotating shifts who wish to work a permanent afternoon or night shift will be granted on the basis of seniority, if such shifts are available. The employees who are given the permanent shift will remain on the afternoon or night shift for a minimum period of six (6) months, unless the employee is assigned to a different shift by the employer, due to an emergency or for the purpose of evaluation.
- (d) Should a job assignment for a full-time employee be changed/alterd through Departmental re-organization for whatever reason and such constitutes a change in shift, choice of shift shall be scheduled according to seniority.

*Note: Shift shall be defined as days, afternoons and midnights as well as the various start times within each.*

- 17:07 For those full time employees in the bargaining unit who do not receive sixteen (16) hours off between scheduled shifts, a payment of time and one-half (1-1/2) for all hours worked, before the sixteen (16) hour deadline, will be made.

This provision does not apply to posted positions that are designated "float" positions.

For those part time employees in the bargaining unit who do not receive fourteen (14) hours off between scheduled shifts, a payment of time and one half (1 ½) for all hours worked before the fourteen (14) hour deadline will be made.

- 17:08 Employees who report for work for which they are scheduled or called in but for whom no work is available, shall be paid four (4) hours' time at their regular straight time pay, or for the number of hours for which they were scheduled or called in if less than four (4) hours.

- 17:09 The Employer shall not require any of its employees within the bargaining unit to stand-by at home without paying to such employee his or her wage rate for the required "stand-by" time.

17:10 Rest Periods and Meal Breaks

Employees shall be allowed the following paid rest and unpaid lunch periods:

Employees working a regular seven and one-half hour working day, shall be allowed two (2) fifteen (15) minute rest periods, one in the first half of the shift and one in the second half of the shift at a time to be determined from time to time by the Employer. Employees shall be entitled to an unpaid meal break of one half (1/2) hour at such time or times as may be designated by the Employer.

Employees working a shift that is equal to or greater than seven (7) hours will receives two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.

Employees working a shift that is greater than six (6) hours will receive one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid meal break.

Employees working a shift that is greater than five (5) hours will receive one (1) thirty (30) minute unpaid meal break.

Employees working a shift that is greater than four (4) hours will receive one (1) fifteen (15) minute paid meal break.

It is understood and agreed that in the event of an emergency or other cause beyond the control of the Hospital an employee's services may be required during the period normally allocated for a rest period. In such circumstances it is understood and agreed that any employee so affected will cooperate accordingly in dealing with such emergency and the rest period(s) will be taken at a later time (mutually acceptable to the employee and the Supervisor).

Employees who are required to remain on Hospital premises during their meal period will be paid for the one half (1/2) hour at their regular rate of pay.

17.11 It will be compulsory for all employees to wear the Hospital identification badge and the Personal Alarm Locator (PAL) conspicuously at all times while on the employer's premises.

17.12 Full-time employees shall receive at least one (1) weekend off in two (2) consecutive weekends, except during the scheduling periods for the Christmas and New Year's holidays during which periods such employees shall receive at least one (1) weekend off in four (4) consecutive weekends or where existing schedules require the distribution of weekends off which has been agreed to by the Hospital and the Union.

Part-time employees shall receive at least one (1) weekend off in each four (4) consecutive weekends, except weekend-only employees. Such weekend off will be indicated on the posted schedule. Insofar as it is practical to do so, while maintaining the efficient operation of the Hospital, the Hospital will endeavour to grant part-time employees one (1) weekend off in three (3) except employees hired to work weekends only.

Notwithstanding Article 17.06 (a) Part-time employees may be scheduled to work a weekend shift and be notified by telephone prior to Wednesday at 3:00 p.m. of the week prior to the weekend. After Wednesday at 3:00 p.m. part-time employees will be offered an opportunity to work the weekend shift.

The employer will make available to the union, upon request, a list of employees who were scheduled to work under this clause.

17.13 Employees will not be required to work split shifts.

17.14 It is understood that some schedules may conflict with the above provisions. Thus, provided such schedules are made by the Employer with the mutual consent of the employee(s) concerned, in keeping with the provisions of equalization of part-time hours, such schedules shall not be in violation of the provisions above.

## 17:15 Overtime

- (a) The Employer shall pay time and one-half (1-1/2) the regular rate of pay, calculated to the nearest twenty (20) minutes worked, for all time in excess of seven and one-half (7-1/2) hours in any one day, if such additional time is worked after the employee's scheduled finishing time.

- (b) Time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in one day or seventy-five (75) hours in a bi-weekly pay period but not both. It is acknowledged and agreed that the Hospital may require medical documentation by way of an Attending Physician Statement, satisfactory to the Hospital, in cases where an employee has called in sick immediately prior to or after scheduled days off after working overtime, prior to the employee receiving the overtime rate in respect of such overtime hours.

- (c) Meal Allowance

An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one half hour (7 ½ ) shift shall be paid a meal allowance of seven dollars (\$7.00) on their next pay deposit.

- (d) Overtime/Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime (i.e., where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the fiscal year in which it was earned at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former options shall be made. Employees who work overtime will not be required to take time off during regular hours to offset overtime worked. The maximum accumulation will be thirty seven and a half (37.5) hours. The Hospital will pay out any existing accumulated overtime banks owing to any employee on the last pay of March of each fiscal year.

- (e) Where the parties agree that an error has been made under this Article for the call- in process for the allocation of additional tours to part time and / or full time employees, the parties agree that the error will be remedied as follows:

- (i) The affected employee will be offered a shift as an extra to be worked at a time mutually agreed by the employee and his/her Manager;
- (ii) The extra shift will be paid at the rate of pay which the employee would have received had the offer been made according to the above provisions;
- (iii) The employee working the extra shift will not be counted in the minimum staffing for the department and will work as an extra staff member for the scheduled shift;

- (iv) The employee working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part time employee.
- (f) Employees who are off due to illness or approved leave of absence will not be eligible for overtime opportunities. Employees on vacation or on a day off for a holiday lieu day will only be offered overtime opportunities after employees who are not on vacation or holiday lieu days have been exhausted as per Article 17:15 (b).
- (g) The parties agree that all overtime must be authorized in advance by the Department Head or his/her designate.

**17:16 Temporary Assignment**

If an employee is temporarily assigned to work in another classification for a period in excess of one hour, he shall be paid for such time worked from the commencement of such work at the highest rate in the classification. If such highest rate shall be less than the employee's current rate of pay, he shall suffer no reduction in pay. If such transfers are on a continuing and regular basis, involving in excess of five (5) working days, the job shall be posted in the manner herein provided.

- 17:17 An employee required to perform some of the management functions of a Supervisor or non-union employees, commencing on the first day of such employment shall be paid at his or her regular rate of pay plus seventy-five (75) cents per hour added to the rate of pay to compensate for any additional duties required of him.

**17:18 Time Change**

With the changeover to Day Light Saving from Standard Time or vice-versa in any year, employees will be paid for all hours worked at regular pay when the changeover occurs.

- 17:19 The Union acknowledges that nothing in this Agreement constitutes a guarantee to part-time employees of a certain number of hours to be worked in a day or a certain number of days to be worked in a week. However, the parties agree that the minimum length of shift for part time employees shall be four (4) hours. This clause shall not apply to students.

**17:20 Equalization of Hours for Part-Time Employees**

Subject to Articles 17:21 and 17:22, it is understood that the opportunity for all hours of work within a classification, within a Department, shall be equalized among the part-time employees over a four (4) week period. It is further understood that where the classification(s) is in direct Patient Care, "Department" shall mean the Unit or Area in which such employee in the above classification works.

Once every six (6) months the Hospital and the Union will review scheduled and extra shifts for part time staff within a classification and within a department to discuss the size of the part time pool for that department.

- 17:21 There shall be a ten percent (10%) variance tolerated in such equalization of hours for part-time employees over the four (4) week period. All discrepancies shall be corrected within the next four (4) week period.

17:22 Restrictions for Opportunity of Equalization of Hours are as follows:

- (a) Shifts offered but declined are counted towards equalization except where any part-time employee is exercising any of their rights in this Collective Agreement, e.g. weekend provision, 14-hour provision, overtime provisions, etc.
- (b) Part-time employees shall notify the Employer in writing of specific unavailable hours/days which are not covered under any provision of the Collective Agreement. Provided the Employer can adequately staff and maintain the efficiency of the Department, the Employer will give reasonable consideration to such written requests from part-time employees. Upon approval, such hours/days are a restriction.
- (c) Sick days and approved vacation days are a restriction. This will not however affect the Employer's current practice of allowing employees to top up their two (2) week pay periods with unused vacation entitlement to a maximum of seventy-five (75) hours per pay period. All refusals and not available days are not eligible for top up.
- (d) Where the Employer has provided satisfactory evidence to the Union that a part-time employee has been unavailable for equalization of hours on four (4) consecutive call-ins on unscheduled days over the four (4) week period, such unavailability will be considered a restriction.

**17:23 Call-In**

All call-ins for replacement of hours will be counted towards equalization as stipulated in Article 17.

When calling employees, the parties agree to the following:

If the replacement of hours is within a forty-eight (48) hour period, the Union recognizes the Employer's need to fill such hours in a timely fashion and it is agreed that the Employer shall move through the seniority list if unable to contact the part-time employee.

However, if the Employer has over forty-eight (48) hours' notice to fill replacement hours, then the Employer shall allow one (1) hour for affected employees to return the Employer's call.

- 17:24 (a) Shifts remaining after exhausting part-time employees within the classifications of Dietary Assistant and Dietary Supply Clerk will be offered to regular part-time employees in other classifications in the department who have signed up and been trained for such work. Should such shifts result in overtime payment(s), those shifts shall be offered to the full-time and then part-time employees by seniority within the classification.

The Employer shall offer training to a reasonable number of part-time employees on the basis of seniority to allow for the above.

The intention of this clause is to replace employees within the classification and shall not be utilized in a manner inconsistent with the Collective Agreement.

- (b) The classifications of Dietary Assistant and Dietary Supply Clerk can be utilized in other dietary classifications in non-overtime hours.

17:25 Where the schedule of one (1) or more part-time employee(s) in a Department equates to a full-time position in excess of eight (8) consecutive weeks, and such schedule is not due to vacation or any type of leave of absence, such position shall be posted as a full-time position.

17:26 The Union and the Hospital agree that where a department intends to use staff between campuses in any permanent capacity, they will provide notice to the Union and discuss the manner in which part time shifts for that department and that classification will be equalized.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.01 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;
- (e) Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority (but not their accrual of vacation pay or sick leave entitlement or other benefits except as stated in Article 23 shall continue to accumulate during such absence.
- (f) Where a part time employee is granted a leave of more than two (2) weeks they shall be credited for seniority purposes only with hours equivalent to the average number of hours per week that they worked in the six (6) months immediately preceding the leave.

### **18.02 Pregnancy Leave**

- (a) Leave of absence without pay or other benefit except as otherwise provided in this Agreement, will be granted due to pregnancy pursuant to the provisions of Part XI of the Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 9 hereof. Seniority for all other purposes shall be maintained as at the date of commencement of the leave of absence. To be eligible for leave of absence due to pregnancy an employee must have been in the continuous service of the Employer for not less than thirteen (13) weeks prior to the commencement of the

leave of absence. When the leave of absence has expired, the employee shall be entitled to resume her former job at the same rate of pay and with the same benefits previously enjoyed. Employee benefits will continue to be paid by the Employer during the pregnancy leave.

- (b) The Employer shall not unreasonably deny an employee the right to continue employment during the period of pregnancy provided the concerned employee can carry out the full duties of her job, and verification is provided by a medical certificate certifying to such effect.

#### **18.03 Adoption Leave**

Adoption leave of absence without pay or other benefits will be granted to permit an employee to adopt a child pursuant to the provisions of Part XI of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 9 hereof, provided such employee has been in the continuous service of the Hospital for not less than thirteen (13) weeks prior to the commencement of the leave of absence. Requests for adoption leave must be made by the employee to the Hospital in writing, giving to the Hospital as much notice as possible, depending upon the circumstances. Upon completion of an adoption leave, the employee's right to re-employment shall be identical to that set out for Pregnancy Leave in Article 18.02 hereof.

#### **18.04 Parental Leave**

The Employer will comply with the Parental Leave provisions of The Employment Standards Act (2000) as amended from time to time.

#### **18.05 Supplemental Unemployment Benefit (SUB)**

Effective April 1, 1991 on confirmation of the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act (1971), shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

Where an employee elects to receive parent Parental Leave Benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any

supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

**18.06 Leave of Absence for Union Duties**

- (a) Union business shall be considered good cause for leave of absence for an employee elected or selected to attend conventions, seminars, educational classes or local Union meeting and such requests shall not be unreasonably denied. The Union agrees that every reasonable effort shall be made to request leaves of absence for the purposes identified herein for only one (1) employee in one (1) department at any one time. However, should it be necessary to request a leave of absence for more than one (1) employee in one (1) department at one time, such requests will be considered and may be granted at the discretion of the Employer. The Union shall whenever possible send a written request to the Department Head at least two (2) weeks prior to the commencement of the leave.
- (b) For an unpaid Leave of Absence for Union business, the Hospital will pay the employee's wages, benefits, etc. and invoice the Union for the same.
- (c) **Union Leave:**  
Upon application by the Union in writing, the Employer will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of the appointment unless extended a further specific period of time by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

**18.07 Bereavement Leave**

In the event of the death of an employee's immediate family, namely parent, spouse and child, sister, brother, step-mother, step-father, step-child, step-sister, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, the Employer, at the request of the employee, will arrange leave of absence without loss of pay up to a maximum of four (4) scheduled working days beginning no earlier than the date of death so long as bereavement leave is concluded within four (4) calendar days following the date of burial or memorial service. NOTE: For the purpose of this clause "spouse" shall mean husband, wife, common-law spouse or partner of the same sex.

In addition to the foregoing, if an employee is the only person available to make necessary funeral arrangements for any relative, the provision of the above clause shall apply.

An employee may request to use one (1) of the bereavement days entitlement at a later date for the purpose of attending a spring internment or memorial service so long as such date is taken within eight (8) months following the date of death.

In the case of the death of the employee's or the employee's spouse's aunt, uncle, niece, nephew or grandparent of the spouse, the employer shall grant a leave of absence without loss of pay to the maximum of one (1) day to attend the funeral or memorial service.

In order to qualify for bereavement, leave an employee may be required to submit reasonable proof of death (i.e., newspaper clippings, printed funeral notice) or other evidence satisfactory to the Director of Labour Relations.

#### **18.08 Jury and Witness Duty**

If an employee is required to serve as a juror or attend jury selection proceedings in any matter or is subpoenaed as a witness, and notified 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 evidence 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 receive 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 off 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.

#### **18.09 Paid Education Leave**

The Hospital agrees to pay to an annual payment of one thousand, five hundred dollars (\$1,500) payable to the Union.

### **ARTICLE 19 – WORK OF THE BARGAINING UNIT**

19:01 It is agreed that nobody excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in cases of emergency beyond the control of the Employer.

### **ARTICLE 20 - VACATIONS**

20:01 As of April 30<sup>th</sup> in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period less than twelve (12) months shall be entitled to and shall receive the number of days' holiday with pay as set out below:

One months' completed service	Nil
Two months' completed service	One Day
Three months' completed service	Two Days
Four months' completed service	Three Days

Five months' completed service	Four Days
Six months' completed service	Five Days
Seven months' completed service	Five Days
Eight months' completed service	Six Days
Nine months' completed service	Seven Days
Ten months' completed service	Eight Days
Eleven months' completed service	Nine Days

- 20:02 As of April 30<sup>th</sup> in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years, shall be entitled to and shall receive two (2) weeks' vacation with pay.
- 20:03 Employees having two (2) years or more of continuous service with the Employer but less than five (5) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive three (3) weeks' vacation with pay.
- 20:04 Employees having five (5) years or more of continuous service with the employer but less than thirteen (13) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive four (4) weeks' vacation with pay.
- 20:05 Employees having thirteen (13) years or more of continuous service with the employer but less than twenty-two (22) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive five (5) weeks' vacation with pay.
- 20:06 Employees having twenty-two (22) years or more of continuous service with the employer as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive six (6) weeks' vacation with pay.
- 20:07 Employees having twenty-eight (28) years or more of continuous service with the employer as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive seven (7) weeks' vacation with pay.

Employees shall be entitled to vacation accrual on the following basis effective May 1<sup>st</sup>, 2018:

- Five (5) weeks after twelve (12) years;
- Six (6) weeks after twenty one (21) years;
- Seven (7) weeks after twenty seven (27) years;

20:08 It is agreed that vacation pay shall be paid to all employees in advance of their holiday period on request, and all normal deductions shall also be made from such vacation pay. As a matter of management policy, subject however, to any exceptions made necessary by maintenance of the efficient operation of the hospital, which exceptions shall be at the discretion of management, vacation will be arranged so that an employee's vacation period immediately follows his or her regular weekly days not worked.

20:09 Any employee called in to work during his or her vacation period will be paid at the rate of time and one-half of his or her regular rate of pay.

20:10 "Continuous service" as it appears in this Article, shall mean unbroken employment and shall include those periods referred to in Article 9:05 hereof for the purposes therein set out.

20:11 In the event that an employee is hospitalized for non-elective reasons or on Worker's Compensation immediately prior to the commencement of a scheduled vacation period, he will be permitted to reschedule his vacation at a later date mutually agreeable to the employee and the Employer. In arranging such date, it is understood that the employee does not have the right to use his seniority to displace another employee who has less seniority from vacation time already allotted.

20:12 (a) Where an employee's scheduled vacation is interrupted due to serious illness, as evidenced by an appropriate medical certificate, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. That portion of the Employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

(b) In the event that a death of an employee's family (as provided in Article 18:07) occurs during an employee's scheduled vacation period, the time (as provided in Article 18) from and including the date of death, up to and including the date of the funeral shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

#### **20:13 Part-Time Employees**

Effective January 1, 2017 part-time employees shall be entitled to the same proportion of vacation time as expressed throughout this Article as the part-time employee's hours paid bear to full-time employment (the average hours paid to a part-time employee will be calculated for the twelve [12] month period ending April 30<sup>th</sup>).

20:14 Any employee who severs his or her employment with the Employer prior to the expiration of this Agreement will be entitled to receive, on a pro-rata basis, vacation days with pay to which he or she is then entitled, calculated in accordance with the terms of this Article. If an employee fails to give to the Employer two (2) weeks' notice of termination of his employment, his vacation pay shall be calculated at the minimum rate set out in The Employment Standards Act of the Province of Ontario for the first two (2) weeks of vacation entitlement and at the rate set out in this Agreement for that portion of his vacation entitlement in excess of two (2) weeks.

20:15

- a) Each department (working group) shall post a vacation calendar by classification noting the number of staff per week that will be allowed off per week.
- b) The Hospital will advise the Union and employees in the impacted departments of any periods of shutdown (March break, summer and Christmas) as soon as those time frames are established by the Hospital.

- c) Management for each department or working group shall advise the employees of the vacation process commencement and shall indicate that selections will be done in order of seniority and must be submitted in writing. In order of seniority staff will be given twenty-four (24) hours to make their selection. If an employee is off work due to illness or vacation they must ensure that they have left their vacation selection with the manager. The process shall continue within the time lines noted below until employees within the department or working group have made their selections for the periods noted below;
  - d) For vacation requests for time off during the period May 1 through September 30 management will meet with employees in order of seniority to obtain their vacation selection. This process shall commence in each calendar year on March 1 and will be completed by April 1. Requests received by the Employer will be used to grant vacation periods in accordance with seniority.
  - e) For vacation requests for time off during the remainder of the vacation year management will meet with employees in order of seniority to obtain their vacation selection. This process shall commence in each calendar year on August 1 and will be completed by September 1. For the period of time covered by Articles 21.07 and 21.08 (Christmas and New Year's periods) the approval of such time off may be deferred until such time as the schedule covering those periods of time as been completed.
  - f) After the periods noted above management will provide staff with notice of available dates left for selection and they will have the ability to request vacation spots on a "first come first served" basis.
  - g) Once approved a vacation request cannot be changed subject to Articles 20.12 and 20.13. If an employee fails to express their vacation preference by the timelines noted above vacation requests for this period will be granted on a "first come first serviced" basis.
- 20.16 In the case of an employee who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one (1) weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period. The Hospital will endeavour to schedule both weekends off if requested by the employee. For further clarity, a vacation day is 7.5 hours. Vacation days for all staff shall not exceed the allotted vacation entitlement regardless of paid or unpaid.

**20:17 Vacation Carryover**

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 the appropriate manager and union representative within one hundred and twenty (120) days prior to the end of the vacation year for the purpose of arranging mutually agreed vacation time. To the extent that vacation time cannot be arranged as between the employee and his or her manager, or in the event that the employee has special circumstances that may benefit from the carry over of additional vacation time, the employee and his or her manager can make written application to the Director of Labour Relations to carry over a maximum of thirty-seven and one half (37.5) hours of vacation. Such application shall set out the reasons for the request.

- 20:18 Employees who voluntarily transfer to another Department shall not be guaranteed previously approved vacation, unless the granting of such vacation does not disrupt the approved vacation of any employee in their new Department. Employees who involuntarily transfer to another Department will have any previously approved vacation honoured in their new department.

## **ARTICLE 21 - PAID HOLIDAYS**

21:01 Each full-time employee shall be paid seven and one-half (7-1/2) hours pay at his regular daily rate for each of the following days, namely:

1. New Year's Day (January 1)
2. Family Day
3. Good Friday
4. Victoria Day
5. Second Monday in June
6. Canada Day (July 1<sup>st</sup>)
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Armistice Day (November 11)
11. Christmas Day (December 25)
12. Boxing Day (December 26)

21:02 If an employee is scheduled to work on a paid holiday and actually works, then he may elect either:

- (a) to be paid for all hours worked on such day at the rate of one and one-half 1-1/2) times his regular rate of pay in addition to his regular rate of pay, or
- (b) to be paid for all hours worked on such day at the rate of one and one-half (1-1/2) times his regular rate of pay and to have an alternative day off at regular pay . Such alternative day off shall be given by the Employer within eight (8) weeks after the holiday, or at a time mutually satisfactory to the Employer and the employee. If a request for a particular lieu day is made not later than three (3) weeks prior to the commencement date of a schedule in which the requested date occurs, the Employer will make every effort to accommodate such request, and if more than one, in order of receipt. If the request is made at a later date, then the employee will be responsible for making arrangements to trade his or her shift with another employee unless the Employer is otherwise able to accommodate the request. In no case will an employee be allowed to bank more than five (5) paid holiday lieu days at any one time.

In the event a holiday as specified in this Article falls within an employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with seven and one-half (7-1/2) hours pay to be scheduled prior to the commencement of the vacation.

- 21.03 (a) An employee who is not required by the Hospital to work on a holiday shall be paid one (1) day's pay calculated at his regular straight time rate. In order to qualify for such payment, the employee must have worked his last scheduled working day prior to such holiday and he must work his next scheduled working day following such holiday unless he was unable to do so because of illness or injury. The employer reserves the right to demand a medical certificate or other proof satisfactory to the Director of Labour Relations as proof of such illness or injury.

(b) Calculation for part time holiday entitlement will be based on the same proportion as their total time paid bears to full time employment based on average hours paid for each six (6) month period ending April 30 and September 30. Any approved leave of absence will not be included in this calculation and the previous pro rate prior to the leave of absence will be used.

(c) Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

21:04 In case of illness, employees with one (1) or more years seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness.

21:05 Time worked on a recognized paid holiday in excess of seven and one-half (7-1/2) hours (exclusive of one half-hour lunch break) will be paid for at two and one-quarter (2-1/4) times an employee's regular rate of pay except when overtime has been worked on that day as a result of a shift exchange with another employee agreed to by the Employer.

21:06 For the purpose of holiday pay entitlement only and for no other purpose, it is agreed that the tour which begins at 22:00 hours on the day preceding a paid holiday and which ends at 06:00 hours on the paid holiday, shall be deemed to be work performed on the holiday for the full period of the tour, and the tour that begins at 22:00 hours on a paid holiday and ends at 06:00 on the day following the paid holiday, shall be deemed to be work performed on a regular work day for the full period of the tour.

21:07 (a) All employees shall be scheduled to take either Christmas Day and Boxing Day or New Year's Day off on a choice basis by department and classification in accordance with their seniority.

(b) Where a full-time employee is scheduled to take the Christmas Day and Boxing Day holiday off, a minimum of two (2) regular days off will be scheduled in conjunction with the above holiday, consisting of the two (2) days before, or two (2) days after, or the day before and the day after.

Where a full-time employee is scheduled to take the New Year's Day holiday off, a minimum of three (3) regular days off will be scheduled in conjunction with the above holiday, one of which will be New Year's Eve Day, plus two (2) days before, or two (2) days after, or the day before and the day after.

(c) The Employer will provide a minimum of three (3) days off for part-time employees and shall endeavour to provide the same entitlements in (b) above for part-time employees provided that the Managers are satisfied that enough experienced personnel are retained to provide proper and adequate service in these classifications.

It is understood that in order to put this into effect, the normal time schedule for the three (3) week period which includes Christmas and New Year's may not be adhered to in that it may not be possible to give full-time employees every second (2) weekend off, or to work only five (5) consecutive days; however, employees shall not be required to work more than six (6) consecutive days unless the employee gives the Employer their consent to do so.

- (d) The Employer agrees to endeavour to arrange additional time off over and above those provisions referred to in this Article provided the Employer is satisfied that enough experienced personnel are retained to provide proper and adequate services in the Department and classification.
  - (e) If an employee chooses to work more than one (1) holiday (Christmas Day, Boxing Day or New Year's) and in doing so maintains the regular operations of the Department, the employee will be allowed to work their choice of holidays based on their seniority.
- 21:08 (a) At least six (6) weeks prior to the Christmas holiday season, the Employer shall post (within each Department) a list seeking volunteers to work Christmas Day, Boxing Day and/or New Years Day. Any employee interested in working any or all of these days will be required to indicate their preference(s) by signing this volunteer list.
- (b) In the event that there are more employees interested in working (on any or all of these Paid Holidays) than those required to ensure the efficient operation of the Hospital, the opportunity to work will be offered to those interested employees on the basis of seniority – provided that they have the qualifications and ability required to perform the job.
  - (c) In the event that insufficient staff has volunteered to work (on any or all of these Paid Holidays), to maintain the quality of patient care and the efficient operation of the Hospital shall have the right to schedule the employees with the least seniority to work as required (subject to the provisions of Article 21:07).
- 21:09 The provisions of this Article shall not apply to a full time employee who is laid off at the time a paid holiday occurs except with respect to any paid holiday which occurs within the first thirty (30) days immediately following the day of lay off.
- 21:10 The provision of this Article shall not apply to part time employees who are laid off at the time a paid holiday occurs.

## **ARTICLE 22 - SICK LEAVE**

### **22:01 (a) Full Time**

At the commencement of the fourth month of continuous service an employee within the Bargaining Unit shall be credited with three (3) days sick leave with pay. Thereafter, such employee shall be credited with one (1) days sick leave with pay for each additional month of continuous employment and on completion of one

(1) years' service, such credit shall be increased to one and one-half (1-1/2) days per month.

(b) Part Time

Effective January 1, 2017, all part time employees shall accrue sick leave based on hours worked and shall be at the rate of 7.5 hours for every 162 hours worked.

22:02 The unused portion of an employee's sick leave credits, including the accumulated sick leave credits due an employee pursuant to the terms of prior agreements, shall accumulate up to a maximum accumulation of two hundred (200) working days.

22:03 If an employee on authorized vacation or on leave of absence is unable to return to his or her employment when scheduled to do so because of illness or injury, such employee shall be entitled to use any accumulated and unused sick leave standing to his or her credit.

22:04 An employee's sick leave credit accumulated pursuant to the terms of prior agreements between the parties shall remain credited to such employee. In the event of illness, sick leave credits accumulated from and after December 1<sup>st</sup>, 1972, shall be used before sick leave credit accumulated prior to that date is charged. On termination of employment, the cash settlement to which an employee shall be entitled pursuant to paragraph 22:05 hereof, shall be calculated as follows:

(a) The proportion of sick leave credits accumulated from and after September 8<sup>th</sup>, 1970, in accordance with the formula set out in paragraph 22:05,

(b) The total number of sick leave days accumulated on or before September 7<sup>th</sup>, 1970, pursuant to the terms of the prior agreement or agreements then in effect between the parties less any portion thereof subsequently used, provided, however, that the total cash settlement paid on termination shall in no case exceed Seventy-Five (75) days. Sick credits shall be paid out upon termination under the formula found in Article 22:05, but at the employee's then current rate of pay effective the date of termination.

22:05 Subject to the provisions of Paragraph 22:04 hereof, on termination of employment, an employee with the following seniority shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

An employee with two (2) years seniority - twenty-five percent (25%) of his accumulated sick leave credits;

An employee with three (3) years seniority - thirty-three percent (33%) of his accumulated sick leave credits;

An employee with four (4) years seniority - forty percent (40%) of his accumulated sick leave credits;

An employee with five (5) years seniority - fifty percent (50%) of his accumulated sick leave credits.

- 22:06 The Employer shall provide employees with the balance of their accrued sick leave credits on their bi-weekly pay stub.
- 22:07 The beneficiary or estate of an employee who dies while in the employ of the Employer, and who has at least two (2) continuous years' service, shall be entitled to receive the balance of the employee's sick leave credits due him as provided for in Article 22:05 herein.
- 22:08 Upon termination of employment, employees shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination to a maximum of one hundred (100) days, except in the following cases:
- (a) If the employee is discharged by the Employer for just cause and such employee has not been reinstated through the grievance procedure, or
  - (b) If the employee leaves the employ of the Employer without giving two (2) weeks' notice in writing, or
  - (c) If an employee has not completed two (2) continuous years of employment with the Employer.
- 22:09 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 three (3) days or more and on the fourth (4<sup>th</sup>) separate occasion of one (1) day or more duration in a calendar year. Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in his absence, a person acting on his behalf of the Employer. The Employer shall bear the total cost of all medical certificates required upon production of a valid receipt. Any cost associated with obtaining a medical receipt (i.e. mileage, etc.) will not be subject to reimbursement. The Employer shall have the right to demand production of a medical certificate in a form satisfactory to the Employer.
- 22:10 (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits (except as set out below).
- (b) Where an employee is absent as a result of an accident while at work or illness inherent to occupation and as a result is receiving insurance benefits as awarded by the Workplace Safety & Insurance Board, he shall receive the difference between his regular pay and the Board's award if unused sick credits are available. If such employee is not eligible for insurance benefits, he shall receive sick pay if unused sick pay credits are available.

22:11 (a) Employees shall, whenever possible, report absent at least four (4) hours before the start of their regular shift (1 hour for the day shift) and shall notify the Employer at least four (4) hours before their return to work unless such notification is not reasonably possible. For absences of more than one (1) day, the Employee will notify the Employer before 3:00 p.m. on the previous day of his intention to return to work.

(b) Employees who report for work but then are unable to complete their shift and request to go home due to illness will be directed to see the Employee Health Nurse. Regardless of the number of hours worked, the day that the employee goes home will be considered a sick incident.

22:12 (a) With respect to the fourth and any subsequent periods of illness in any calendar year, the employer shall not be required to pay for the first and second days of such periods of illness; provided that the provisions of this sub-article will be waived by the employer in the case of an employee who has two and one-half (2-1/2) years seniority with the employer and who has twenty-one (21) days accumulated sick leave standing to his credit at the time of such illness.

(b) Unless an Employee has previously advised the Employer of the proposed length of absence / return date, where possible the Employee will call in on a daily basis so as to keep the Employer advised as to the proposed length of absence / return date.

22:13 Sick leave may be used during the period until Workplace Safety & Insurance payments commence at which time the employee will reimburse the Hospital, and the Hospital will credit and return to the employee's sick leave bank, the number of days represented by such repayment. The entitlement will apply to any initial WSIB compensable injury and any reoccurrence thereof.

22:14 An employee who is unable to report for work because of personal illness or injury or for personal reasons shall only be required to explain the reasons for such absence to his or her Manager or Acting Manager.

22:15 Employees will make every reasonable effort to schedule medical specialist appointments at times when they are otherwise not scheduled to work. For the purposes of this language, medical specialist means a physician, licensed in the Province of Ontario, who provides specialty services for which a referral is required. 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 shift as soon as practical.

Subject to the above employees will be entitled to use sick leave credits for such appointments to a maximum of four (4) occurrences per year.

The Employer may request proof of such Specialist appointment to be submitted to Employee Health and such requests shall not be unreasonably required.

## 22.16 Attendance Management

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

Leaves covered under the Employment Standards Act, 2000 and leaves under Article 18 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 23 - HEALTH CARE BENEFITS**

### **23:01 Semi-Private Coverage**

The Employer will provide employees with semi-private coverage for hospitalization and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefore.

### **23:02 Group Life Insurance**

The Employer will pay on behalf of each full-time employee (exclusive of probationary employees) One Hundred Per Cent (100%) of the current premium charged under the Hospitals of Ontario Group Life Insurance Plan. It is understood that such plan provides coverage of twice an employee's annual wage (calculated to the nearest five hundred dollars [\$500.00]).

### **23:03 Extended Health and Drug Prescription Plan**

The Employer will provide employees with a prepaid drug prescription plan, Green Shield Plan "O", with extended health care (T4), or equivalent plan, and a \$3.00 co-pay per prescription by the employee, and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefore, including coverage of dependents, where applicable. The plan shall provide for mandatory product selection (generic selection) in accordance with the Green Shield Prepaid Services Inc. procedures. The plan shall provide for the inclusion of over-the-counter (OTC) drugs. Plan to provide Massage Therapy to annual maximum of four hundred dollars (\$400.00) with no cap per visit and annual PSA testing. Effective upon Ratification plan to provide coverage for Podiatry/Chiropody to an annual maximum of three hundred and fifty (\$350.00) dollars

Plan to provide Chiropractic Services at \$400 annually, with the removal of the existing fifteen visit qualifier.

Mandatory generic substitution, unless adverse reaction.

**23:04 Dental Plan**

The Employer will continue to provide employees with coverage (single or family, as applicable in each case) under Green Shield 66 or equivalent, and will pay for full-time employees seventy-five percent (75%) of the premium charged for such plan, based upon the O.D.A. tariff in effect from time to time.

Orthodontic coverage will be provided on a 50/50 co-insurance up to a lifetime maximum of \$1,500.00 per insured.

Complete and partial dentures at 50/50 co-insurance to \$1,500.00 every five years. Crowns, bridgework and repairs to same at 50/50 co-insurance to \$1,500.00 annually.

Dental scaling – 8 units per calendar year.

**23:05 Vision Care Plan**

The Employer will provide a Vision Care Plan providing coverage in the amount of three hundred, fifty dollars (\$350.00) per family member each twenty-four (24) months. The Employer will pay for full-time employees one hundred percent (100%) of the premium for such benefit. Effective upon ratification increase vision care plan to three hundred and seventy-five dollars (\$375.00).

Eye exams every two (2) years to a maximum of ninety dollars (\$90.00).

**23:06 Premiums Paid During Illness or Injury**

The Employer agrees to continue to pay the Employer's percentage of the premiums payable under the above noted plans on behalf of full-time employees who are absent because of illness or injury for the first three (3) months of such illness or injury, and for a maximum of four (4) weeks during an employee's leave of absence for other reasons except pregnancy leave, and in the case of pregnancy leave, Article 18:02 (a) will apply.

**23:07 Substitution of Carrier**

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

**23:08 Hearing Aids**

The Employer will provide coverage for hearing aids in the amount of one thousand dollars (\$1,000.00) per lifetime in accordance with the Manulife Audio Policy or equivalent.

**23:09 Hairpieces**

The Employer will provide coverage for hair pieces in the amount of \$500 lifetime in accordance with the Manulife Hairpiece Policy or equivalent.

**23:10 Travel**

Travel Limit - \$1,000,000 per calendar year, 120 days and \$50,000 referral services and full travel assist including repatriation.

### **23.11 Benefits on Early Retirement**

The Employer agrees to provide health care benefit coverage identical to that provided to active employees for retirees who are in receipt of HOOPP and who are age 55 up to and including age 64 on a seventy-five percent (75%) employer and twenty-five percent (25%) employee premium share basis.

### **23.12 Benefits Age 65 and Older**

Extended Health Benefits, (including drug prescription plan, vision care, hearing aids and hair pieces), semi private, and dental plan will be extended to active employees from the age of sixty-five (65) up to and including their seventieth (70<sup>th</sup>) birthday on the same cost basis as employees under the age of sixty-five (65).

### **23.13 Part Time Benefits**

Part-time employees, excluding the job categories STUDENT and TRAY CARRIER, shall be entitled to participate in Health Care Benefits by paying a portion of the premiums based on the ratio of hours paid as compared to full-time hours averaged over a six-month period. Part-time employees are not eligible for Group Life Insurance coverage.

For the purpose of the above calculations, the average hours paid for an employee will be calculated for each six (6) month period ending April 30<sup>th</sup> and September 30<sup>th</sup>. Any approved leave of absence will not be included in this calculation and the previous pro-rate, prior to the leave of absence will be used.

## **ARTICLE 24 – PENSION PLAN**

24.01 It is agreed that full-time employees will participate and part-time employees may participate in the Healthcare of Ontario Pension Plan administered by the Ontario Hospital Association and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employee's wages the required portion of his or her earnings and remit same to the said Plan.

24.02 When an employee is retiring, the Employee will provide written notice to the Manager of their department. The Manager will provide the Employee with a contact person in Human Resources who can assist the Employee in completing the necessary forms.

## **ARTICLE 25 – MODIFIED WORK PROGRAM**

25.01 The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Further, the parties agree to comply with the return to work provisions described under section 40, 41, and 42 of the Workplace Safety and Insurance Act (as amended from time to time). The process as outlined will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under the Human Rights Code. Consequently, the following Modified Work Program will apply:

1. Once a claim is established with, and approved by the Workplace Safety & Insurance Board (W.S.I.B.), it will be monitored by the Hospital.

2. Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
3. Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union Representation) and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Health and Safety Representative.
4. If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. There is a positive duty upon the worker to inform the Employer if he or she is experiencing discomfort.
5. It is understood that the Health and Safety Representative of the Union may accompany the worker to any meetings if the injured worker so desires.
6. The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
7. The injured worker will receive full wages and benefits while on the Program.
8. Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

## ***ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY PROVISION***

26:01 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act and its healthcare regulations.

## ***ARTICLE 27 - CONTRACTING OUT***

- 27:01 (a) The Union will be advised in writing by the Hospital whenever any services have been contracted out which are normally performed by members of the bargaining unit.
- (b) The employer shall not contract out any work normally performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any bargaining unit members results from such contracting out.
- (c) Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent contractor, agrees:

- (i) to employ the employees thus displaced from the Hospital; and
- (ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute an Agreement with the Union to that effect.

**27:02 Contracting Out**

On request by the Union, the Hospital, along with a representative of the Union, will undertake to review specified contracted services which fall within the work of the Bargaining Unit and which may be subject to expiry and open for renegotiation within six (6) months. The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future. The Hospital further agrees to provide the results of the review to the Union.

**ARTICLE 28 - TECHNOLOGICAL CHANGE**

- 28:01 (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.

**ARTICLE 29 - EDUCATIONAL ASSISTANCE**

- 29:01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

**ARTICLE 30 - GENERAL**

- 30:01 It is agreed that the Hospital shall be entitled to retain one hundred percent (100%) of any unemployment insurance premium reduction or rebate toward offsetting the cost of benefits provided by this Agreement.
- 30:02 Whenever the singular or masculine is used throughout this Agreement, they shall be construed as meaning the plural, feminine or neuter gender where the context or the parties hereto so require.

30:03 The parties agree to share equally the cost of printing this Collective Agreement in booklet form.

### ARTICLE 31- RETROACTIVITY

31:01 The wage increase shall be retroactive to April 1, 2021. The employer is directed to make best efforts to pay retroactivity within three (3) full pay periods following the release of this award.

Such retroactivity will be paid on all hours paid by the Employer to all employees on the payroll as of the expiry of the previous collective agreement (March 31, 2021) and to all new employees hired since the aforementioned expiry date based on the negotiated / arbitrated wage rate.

If an employee has terminated their employment since March 31, 2021, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer, and the employee shall have thirty (30) days from the posting within which to claim for any payment that is due. Copies of such letter(s) shall be sent to the Chairperson. Failing claim of payment, the Employer shall not be further obligated for payment to such employees.

### ARTICLE 32- DURATION AND TERMINATION

32:01 This Agreement shall be effective from April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 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.

33:02 In the event that either party gives written notice to amend the Agreement or make a new Agreement within ninety (90) days prior to the 31<sup>st</sup> day of March, 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

DATED IN Windsor, ONTARIO THIS 21<sup>st</sup> DAY OF December, 2022.

FOR THE COMPANY

Adam Bulkiwicz

FOR THE UNION

Philip Wood

Sandy Seny Lawry  
Shirley McLaughlin  
Kevin [unclear]  
[unclear]

## SCHEDULE "A" – CLASSIFICATIONS AND WAGE RATES

Job Code	Title	Effective Date	% Increase	Start	6 months	1 year
B105F/B105P	Healthcare Aide	April 1, 2020	Start	23.452	24.100	24.713
		April 1, 2021	1.00%	23.687	24.341	24.960
		April 1, 2022	1.00%	23.924	24.584	25.210
		April 1, 2023	1.00%	24.163	24.830	25.462
B110F/B110P	Unit Aide	April 1, 2020	Start	23.139	23.791	24.218
		April 1, 2021	1.00%	23.370	24.029	24.460
		April 1, 2022	1.00%	23.604	24.269	24.705
		April 1, 2023	1.00%	23.840	24.512	24.952
B115F/B115P	Orderly	April 1, 2020	Start	23.139	23.791	24.218
		April 1, 2021	1.00%	23.370	24.029	24.460
		April 1, 2022	1.00%	23.604	24.269	24.705
		April 1, 2023	1.00%	23.840	24.512	24.952
B120F/B120P	MDR Tech	April 1, 2020	Start	25.332	25.939	26.287
		April 1, 2021	1.00%	25.585	26.198	26.550
		April 1, 2022	1.00%	25.841	26.460	26.816
		April 1, 2023	1.00%	26.099	26.725	27.084
B126F/B126P	Patient Registration Porter	April 1, 2020	Start	23.139	23.791	24.218
		April 1, 2021	1.00%	23.370	24.029	24.460
		April 1, 2022	1.00%	23.604	24.269	24.705
		April 1, 2023	1.00%	23.840	24.512	24.952
B131F/B131P	Storeperson	April 1, 2020	Start	23.278	23.578	23.839
		April 1, 2021	1.00%	23.511	23.814	24.077
		April 1, 2022	1.00%	23.746	24.052	24.318
		April 1, 2023	1.00%	23.983	24.293	24.561
Job Code	Title	Effective Date	% Increase	Start	6 months	1 year
B180F	Full Time Receiver ** Storeperson rate plus \$0.40	April 1, 2020	**	23.678	23.978	24.239
		April 1, 2021	**	23.911	24.214	24.477
		April 1, 2022	**	24.146	24.452	24.718
		April 1, 2023	**	24.383	24.693	24.961
B140F/B140P	Environmental Service Worker	April 1, 2020	Start	22.315	22.855	23.423
		April 1, 2021	1.00%	22.538	23.084	23.657
		April 1, 2022	1.00%	22.763	23.315	23.894
		April 1, 2023	1.00%	22.991	23.548	24.133
B150F/B150P	Food Service Worker	April 1, 2020	Start	22.315	22.855	23.423

		April 1, 2021	1.00%	22.538	23.084	23.657
		April 1, 2022	1.00%	22.763	23.315	23.894
		April 1, 2023	1.00%	22.991	23.548	24.133

<b>B151F/B151P</b>	<b>Cafeteria Aide</b>	April 1, 2020	Start	22.314	22.855	23.422
		April 1, 2021	1.00%	22.537	23.084	23.656
		April 1, 2022	1.00%	22.762	23.315	23.893
		April 1, 2023	1.00%	22.990	23.548	24.132

<b>B152P</b>	<b>Dietary Supply Clerk PT</b>	April 1, 2020	Start	23.893	24.400	24.988
		April 1, 2021	1.00%	24.132	24.644	25.238
		April 1, 2022	1.00%	24.373	24.890	25.490
		April 1, 2023	1.00%	24.617	25.139	25.745

<b>B152F</b>	<b>Dietary Supply Clerk FT</b>	April 1, 2020	Start	24.333	24.842	25.428
		April 1, 2021	1.00%	24.576	25.090	25.682
		April 1, 2022	1.00%	24.822	25.341	25.939
		April 1, 2023	1.00%	25.070	25.594	26.198

Job Code	Title	Effective Date	% Increase	Start	6 months	1 year
<b>B153F/B153P</b>	<b>Dietary Assistant</b>	April 1, 2020	Start	23.540	23.999	24.569
		April 1, 2021	1.00%	23.775	24.239	24.815
		April 1, 2022	1.00%	24.013	24.481	25.063
		April 1, 2023	1.00%	24.253	24.726	25.314

<b>B160F/B160P</b>	<b>Groundskeeper</b>	April 1, 2020	Start	22.193	22.665	23.423
		April 1, 2021	1.00%	22.415	22.892	23.657
		April 1, 2022	1.00%	22.639	23.121	23.894
		April 1, 2023	1.00%	22.865	23.352	24.133

<b>B161F</b>	<b>Equipment Maintenance Worker</b>	April 1, 2020	Start	24.105	24.630	25.513
		April 1, 2021	1.00%	24.346	24.876	25.768
		April 1, 2022	1.00%	24.589	25.125	26.026
		April 1, 2023	1.0%	24.835	25.376	26.286

<b>B162F/B163F</b>	<b>Carpenter, Painter</b>	April 1, 2020	Start	24.929	25.467	26.335
<b>B165F</b>	<b>Chef Tournant</b>	April 1, 2021	1.00%	25.178	25.722	26.598
		April 1, 2022	1.00%	25.430	25.979	26.864
		April 1, 2023	1.00%	25.684	26.239	27.133

<b>B164F</b>	<b>Wheelchair Maintenance Attendant</b>	April 1, 2020	Start	23.540	23.999	24.569
		April 1, 2021	1.00%	23.776	24.239	24.815
		April 1, 2022	1.00%	24.014	24.481	25.063
		April 1, 2023	1.00%	24.254	24.756	25.314

<b>B170F/B170P</b>	<b>Psych Attendant</b>	April 1, 2020	Start	23.742	23.929	24.342
<b>B173F/B173P</b>	<b>Gambling Attendant</b>	April 1, 2021	1.00%	23.979	24.168	24.585

		April 1, 2022	1.00%	24.219	24.410	24.831
		April 1, 2023	1.00%	24.461	24.654	25.079
Job Code	Title	Effective Date	% Increase	Start	6 months	1 year
B171F/B171P	Chemical Dependency Counsellor	April 1, 2020	Start	23.742	23.929	24.342
		April 1, 2021	1.00%	23.979	24.168	24.585
		April 1, 2022	1.00%	24.219	24.410	24.831
		April 1, 2023	1.00%	24.461	24.654	25.079
B172F/B172P	Chemical Dependency Counsellor (Certified)	April 1, 2020	Start	24.890	25.078	25.490
B174F/B174P	Gambling Attendant (Certified)	April 1, 2021	1.00%	25.139	25.329	25.745
		April 1, 2022	1.00%	25.390	25.582	26.002
		April 1, 2023	1.00%	25.643	25.838	26.262
B175F	Bus Driver/Porter	April 1, 2020	Start	22.571	23.125	23.694
		April 1, 2021	1.00%	22.797	23.356	23.931
		April 1, 2022	1.00%	23.025	23.590	24.170
		April 1, 2023	1.00%	23.255	23.826	24.412
B154P	Tray Carrier	April 1, 2020	Start	14.188		
		April 1, 2021	1.00%	14.330		
		April 1, 2022	1.00%	14.473		
		April 1, 2023	1.00%	14.618		
B156P	Retail Server	April 1, 2020	Start	16.453		
		April 1, 2021	1.00%	16.618		
		April 1, 2022	1.00%	16.784		
		April 1, 2023	1.40%	16.952		
B990P	Student	April 1, 2022	Start	15.25		
	** Provincial Minimum Wage + \$0.25					

### LETTER OF UNDERSTANDING #1 - RE: 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 counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This 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 employer to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the employer and the union unless required by law to report.

Further, the parties agree to recognize one (1) 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. 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 program.

#### ***LETTER OF UNDERSTANDING #2 – RE: EQUALIZATION OF HOURS***

It is not the intention of the Hospital to hire additional part time employees with the intent / affect / result being a loss of hours to current part time employee equalization of hours. However, the Hospital reserves the right to manage the efficiency of the work force and the operation of the Hospital and staff accordingly.

#### ***LETTER OF UNDERSTANDING #3 – RE: INVESTIGATION OF ALLEGED PATIENT/RESIDENT ABUSE***

The parties agree that the abuse of patients/residents will not be tolerated and that patients/residents have a right to an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint, such time will be with pay for all scheduled hours lost as a result of the absence.

The employer agrees that when an employee is sent home with pay pending investigation a union committeeperson will be present if one is on site. If there is no union committeeperson on site, they will be notified no later than the next business day.

All investigations will be completed as quickly as possible. Where interviews of witnesses who are members of the bargaining unit are conducted by the employer, a union committeeperson will be present, unless expressly refused by the witness.

If the employer investigation leads to discipline of an employee for any type of abuse, the nature of that abuse, along with the facts surrounding the abuse will be outlined to the

employee in writing and to the union chairperson. The union chairperson shall be given a list of all witnesses whom the employer interviewed during the investigation, including any whose interview may not have been relied on in determining the abuse, or any bargaining unit member who may have refused to have a union committeeperson present for the interview.

The parties will work to ensure there is no retribution when an employee reports the abuse of a patient/resident by another employee. The union further agrees to work with the employer to promote an abuse free environment for all patients.

#### ***LETTER OF UNDERSTANDING #4 – RE: HEALTH AND WELFARE ENROLMENT***

During negotiations for the renewal of the 2007 collective agreement, the parties discussed enrolment in health and welfare benefits. The parties agree that for the term of this collective agreement, expiring March 31<sup>st</sup>, 2016, an employee who chooses to opt out of any Health and Welfare benefits shall be entitled to enrol in the benefits under any one of the following conditions:

- i) a life changing event such as divorce or the death of a spouse; or
- ii) when an employee transfers from a part time classification to a full time classification.

Once an employee elects to enrol in a benefit program pursuant to (i) or (ii) above, the Employee must remain enrolled in the benefit plan for a minimum of twenty-four (24) months.

#### ***LETTER OF UNDERSTANDING #5 – RE: SKILLED TRADES***

Skilled Trades for the purpose of this Agreement shall be the following:

Painter  
Carpenter  
Groundskeeper

For the purpose of this Agreement, the designation of Skilled Trades shall apply only to those persons who possess the qualifications described below:

A Skilled Tradesperson shall mean only those persons who have completed a bona fide apprenticeship as designed by the Ministry of Education and Training and who hold a current certificate of qualifications.

It is agreed that a Unifor Journeyman/Woman Card plus a Certificate of Qualification, will be accepted as proof.

Any further new employees hired into classifications that require a skilled trades qualification shall be limited to Journeyman/woman.

Should the Employer choose to implement an apprenticeship program it will meet with the Union to discuss this matter prior to entering into an agreement with the Ministry.

The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, (currently one-half (1/2) hour per year) from those employees who are identified by the parties as a skilled trade as set out above. This first deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in January in each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Union.

#### **Tool Allowance**

Effective on ratification, the Hospital shall provide a tool reimbursement allowance, upon being provided with a receipt, of up to one thousand dollars (\$1,000.00) once each calendar year. It is agreed that the tools purchased shall be within their area of expertise and will be approved by the Department Head in advance. Such approval shall not be unreasonably withheld.

#### **Call-In Pay**

- (a) An employee called back to work after having completed his regularly scheduled working hours, shall receive pay for the actual time worked at such premium rate of pay as may be appropriate, or shall be paid a minimum of four (4) hours pay at one and one-half (1-1/2) times his hourly rate, whichever is the greater. The employee will perform available work as required during the said four (4) hour period.
- (b) Where the period for which the employee is called in is continuous with the beginning of the employee's regular or scheduled shift, no guaranteed period of pay (as provided in [a] above) shall apply.

#### **Coveralls**

The Hospital shall supply two (2) pairs of coveralls annually to each employee for use when doing dirty work. New coveralls will be allotted upon surrender of worn out ones. Upon receipt of their new coveralls, employees will turn in their former issue to the Hospital.

#### **Uniforms**

The Hospital shall supply five (5) uniforms (consisting of shirts and pants) annually to each employee for use when doing dirty work. Upon receipt of their new uniforms, employees will turn in their former issue to the Hospital. Employees shall be in uniforms at all times.

#### **Safety Glasses**

The Employer agrees to provide an adequate number of safety glasses and safety helmets for use by members of the bargaining unit if, and when they are engaged in work which requires such protection. The Employer will cover full cost of prescription safety glasses for any employees who require them.

### **Parkas**

The Hospital shall supply each employee with a winter parka for use when performing work outside in inclement weather. Upon receipt of their new parka, employees will turn their former issue to the Hospital.

### **Safety Shoes**

The Hospital will provide a safety shoe allowance, upon being provided with a receipt, of up to two hundred dollars (200.00) dollars less statutory withholdings, once each calendar year, payable in April, to each full-time employee. Such shoes must be Hospital and C.S.A. approved (green patch) and must be worn at all times.

Effective January 1, 2019, the Hospital will provide one pair of safety shoes up to \$300.00.

## ***LETTER OF UNDERSTANDING #6 -RE: RETAIL SERVER (OUELLETTE CAMPUS)***

1. The Union and the Employer agree to establish a new classification of "retail server". The position will work at the Ouellette campus in Hospital managed food services.
2. This position will be an entry level position for new hires into the Hospital.
3. The rate of pay for this position will be set as per Schedule "A".
4. All terms of the collective agreement will apply to this position.

## ***LETTER OF UNDERSTANDING #7 - RE: UNION OFFICE***

The Hospital agrees that if during the life of the agreement, suitable office space becomes available at either campus, such space will be provided at one campus to the Union representatives for use.

## ***LETTER OF UNDERSTANDING #8 - RE: INFLUENZA "FLU" VACCINE***

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

- (a) Employees, subject to their consent, may be required to be vaccinated for influenza;
- (b) The Hospital will pay the full incremental cost for the flu vaccine and will endeavor 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.
- (c) The Hospital recognizes that employees have the right to refuse any required vaccination;
- (d) In the event of an outbreak of influenza, the Hospital will reassign staff that have not received the vaccination, to appropriate work areas, if possible. If no reassignment is possible, such employee will be deemed to be laid off.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she/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;

- (f) If an employee gets sick as result of the vaccination, and applies for workers safety insurance benefits, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

#### ***LETTER OF UNDERSTANDING 9 - RE: ON-CALL***

- (a) On call at the Ouellette campus for bargaining unit employees working in the endoscopy area of ambulatory care shall commence on Friday at 1800 and be completed at 0700 on Monday for non-holiday periods;
- (b) On call at the Met Campus shall be 1700 on Friday to 0700 on Monday for non-holiday periods;
- (c) Holiday periods on Fridays and Mondays will require extension of the on call period to encompass the holidays. The opportunity to work on statutory holidays shall be offered in accordance with Article 21 of the collective agreement;
- (d) The Hospital may schedule one person on call for the whole weekend;
- (e) Current rate for standby for on call is \$3.00 per hour;
- (f) When an employee will be paid regular wage rate for a minimum of call back of four (4) hours or as long as they are working, if greater than four (4) hours;
- (g) Overtime provisions and work on holiday provisions shall apply to hours worked when called back;
- (h) The Hospital shall audit the payroll records of bargaining unit employees working in this department commencing April 1, 2017, to date to ensure that (f) and (g) are applied to hours worked when called back for bargaining unit staff. Such audit shall be completed by Friday, May 11, 2018 and shall be provided to the bargaining unit chairperson by that date. The bargaining unit chairperson shall complete audit by May 18, 2018 so that retroactive payments (if any) shall be paid by the pay deposit in May 24, 2018. Such payment shall be made as a separate deposit on the pay deposit of date of May 24, 2018;
- (i) On-call shifts to be rotated fairly;
- (j) On-call shifts do not count towards equalization but hours paid when employees are called back from stand by will be included in the seniority and for part time accruals;
- (k) The parties agree that this memorandum of agreement may be amended as part of negotiations by agreement of the parties.

#### ***LETTER OF UNDERSTANDING 10 - RE: MDRD TECH CLASSIFICATION***

The parties recognize that the training period and expenses incurred for the classification of MDRD is extensive and therefore agree as follows:

- (l) Effective upon ratification, any employees who accept regular positions in the classification of MDR Tech will be required to remain in the classification for a period of twelve (12) months calculated from the date that they accept such position before they will be eligible to apply for any other posted position outside the classification notwithstanding the job posting and "bid" provisions of the collective agreement;

- (m) Such employees may, within the twelve (12) month period, apply for positions at either campus in the MDRD tech classification and may apply for full time or part time positions at either campus within the classification;
- (n) Employees within the MDRD tech classification will not be entitled to accept temporary positions outside of the MDRD tech classification that are for a duration of less than ten (10) months;
- (o) It is understood that notwithstanding the provisions of this letter that a part time employee in the MDRD classification may apply and be considered for a regular full time position outside of the classification;
- (p) The parties agree that in awarding any temporary positions within the MDRD tech classification that the Hospital has the right to award such positions to the employee who has completed the necessary training with the highest seniority;
- (q) All provisions relating to bids and trial periods continue to apply except as amended hereto.

### ***LETTER OF UNDERSTANDING #11 - RE: PAY EQUITY***

The Parties agree to meet within ninety (90) days of the Award to discuss their obligations under the *Pay Equity Act*.

### ***LETTER OF UNDERSTANDING #12 - RE: MENTAL HEALTH***

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

Understanding the above, the parties agree to discuss how they might 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: WAGE RE-OPENER***

The Parties agree that should Bill 124 – Protecting a Sustainability Public Sector for Future Generations Act, 2019 be found unconstitutional by a court of competent jurisdiction, rendered inoperative, or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the one percent (1%) restraint measurers prior to the expiry of the Collective Agreement, the parties shall meet to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints.

*Tlcope343*