

# **COLLECTIVE AGREEMENT**

**Between:**

**WINDSOR REGIONAL HOSPITAL  
(SKILLED TRADES UNIT)**

**-And-**

**UNIFOR AND ITS LOCAL 2458**

**APRIL 1, 2021 – MARCH 31, 2024**

## **Table of Contents**

ARTICLE 1 – PURPOSE .....	4
ARTICLE 2 – RECOGNITION.....	4
ARTICLE 3 – MANAGEMENT RIGHTS .....	4
ARTICLE 4 – UNION SECURITY .....	5
ARTICLE 5 – RELATIONSHIP .....	6
ARTICLE 6 – REPRESENTATION.....	7
ARTICLE 7 – GRIEVANCE PROCEDURE .....	9
ARTICLE 8 – ARBITRATION.....	11
ARTICLE 9 – DISCIPLINE .....	12
ARTICLE 10 – SENIORITY.....	13
ARTICLE 11 – HOURS OF WORK .....	14
ARTICLE 12 – MEALS AND MEAL ALLOWANCES.....	20
ARTICLE 13 – JOB POSTINGS .....	20
ARTICLE 14 – CONTRACTING OUT.....	20
ARTICLE 15 – PAID HOLIDAYS.....	21
ARTICLE 16 – VACATIONS.....	23
ARTICLE 17 – LEAVES OF ABSENCE.....	24
ARTICLE 18 – SICK LEAVE.....	28
ARTICLE 19 – MODIFIED WORK PROGRAM AND OCCUPATIONAL HEALTH.....	30
ARTICLE 20 – HEALTH AND EARNED BENEFIT PLANS.....	32
ARTICLE 21 – CLOTHING ALLOWANCE .....	35
ARTICLE 22 – TOOL REIMBURSEMENT.....	36
ARTICLE 23 – WAGES.....	36
ARTICLE 24 – PAID EDUCATION LEAVE .....	37
ARTICLE 25 – SUPERVISORY PERSONNEL .....	37
ARTICLE 26 – TECHNOLOGICAL CHANGE .....	37
ARTICLE 27 – GENERAL.....	37
ARTICLE 28 – DEFINITIONS.....	38
ARTICLE 29 – LAYOFF AND RECALL .....	39
ARTICLE 30 – TERMINATION .....	43
ARTICLE 31 – RETROACTIVITY .....	43
SCHEDULE “A” – WAGE SCHEDULES .....	45

LETTER OF UNDERSTANDING #1 – PART-TIME EMPLOYEES.....	48
LETTER OF UNDERSTANDING #2 – VIOLENCE AGAINST WOMEN.....	48
LETTER OF UNDERSTANDING #3 – PAID UNION LEAVE .....	48
LETTER OF UNDERSTANDING #4 – HOLIDAY SCHEDULING.....	49
LETTER OF UNDERSTANDING #5 – LEAVE REPLACEMENT .....	49
LETTER OF UNDERSTANDING #6 – LEAD BIOMED TECH (MET CAMPUS) .....	49
LETTER OF UNDERSTANDING #7 – CHIEF OPERATING ENGINEER .....	49
LETTER OF UNDERSTANDING #8 – PRESCRIPTION SAFETY GLASSES .....	49
LETTER OF UNDERSTANDING #9 – MENTAL HEALTH.....	49
LETTER OF UNDERSTANDING #10 – WAGE RE-OPENER .....	50
LETTER OF UNDERSTANDING #11 – MES .....	50

## **ARTICLE 1 – PURPOSE**

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

## **ARTICLE 2 – RECOGNITION**

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees employed by the Employer in the classifications in Schedule A herein, save and except:

- (i) Supervisors and those above the rank of supervisor;
- (ii) Students; and
- (iii) Persons covered by subsisting collective agreements.

2:02 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 any of the provisions of the Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3:01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency;
- (b) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided herein;
- (c) To make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (d) To safeguard the health and interests of the patients in the Hospital and the establishment of standards of care and quality.
- (e) Generally to operate the Hospital in a manner consistent with the obligations of the Employer to the general public and the community serviced.
- (f) The Employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable manner and/or in a manner that is inconsistent with the provisions of this Agreement.

## **ARTICLE 4 – UNION SECURITY**

### **4.01 Union Dues**

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

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

### **Employee Lists**

- (h) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- (i) The Hospital will provide a list of employees and their addresses to the Union once each year on March 31<sup>st</sup>.

## ARTICLE 5 – RELATIONSHIP

- 5.01 (a) There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Labour Relations Act*, as amended.
- (b) The Hospital and the Union both recognize their obligation to comply with the *Hospital Labour Disputes Arbitration Act* and other relevant legislation as amended from time to time.
- 5.02 There shall be no discrimination, interference, intimidation, restraint, or coercion by, or on behalf of, the Hospital regarding any employee because of his membership in the Union.
- 5.03 The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not conduct Union activities on Hospital time or premises except as herein expressly provided.
- 5.04 (a) Discrimination/Harassment/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 on the basis of any protected ground under the *Human Rights Code*.
- Where the term "spouse" or "partner" is used in this Agreement, it shall also mean same-sex spouse or partner for all purposes, including but not limited to, pension and benefits.
- (b) 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 or workplace sexual harassment".
- 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. This provision is not meant to inhibit free speech or interference with normal social relations.
- Any employee who believes that they have been harassed may utilize the Hospital's policy on harassment (Creating a Safe Workplace) or pursue the matter through the Ontario Human Rights Tribunal.
- An investigation will be completed as necessary. If the employee is not satisfied with the outcome of the investigation they may file a grievance pursuant to Article 7. If an employee makes a complaint under the Hospital's policy on harassment, the parties agree that such process shall be addressed in a timely manner.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospital's policy on harassment if the complainant or respondent is a member of the bargaining unit.

## **ARTICLE 6 – REPRESENTATION**

### **6.01 Labour/Management Committee**

- (a) The Hospital and the Union hereby agree to the establishment of a Labour/Management Committee. The purpose of this Committee shall be:
- To promote effective and meaningful communication and exchange of information and ideas on matters of concern within the workplace;
  - To deal with complaints that may arise in an effort to resolve such issues in a mutually satisfactory manner; and
  - To discuss and review any changes that may affect the model of service delivery or those providing such services.

The Committee will include equal representation from both the Hospital and the Union. There shall be no more than four (4) representatives from each party. However, in certain circumstances either party may request additional representation to attend in order to address specific issues. The positions of Chairperson and Secretary shall be alternated between the parties.

The Committee shall meet on a schedule mutually agreed between the parties, but not more often than once every two (2) months. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings.

The issues that either party wishes to include on the agenda will be exchanged in writing at least five (5) calendar days prior to the scheduled date of the meeting. Minutes of these meetings will be recorded to reflect matters referred to, and discussed by the Committee. Such Minutes will include recommended disposition or actions necessary (if any), unless otherwise agreed to the contrary by the parties. Copies of the Minutes will be distributed to the Committee members.

- (b) The Union may appoint and the Hospital will recognize a Union Committee consisting of a Chairperson and a Co-Chairperson. It is agreed that the Chairperson and the Co-Chairperson shall not be from the same site. In addition, the Union shall appoint two additional site representatives, one (1) of whom shall be the representative of the biomedical employees at the site. In addition, the Business Agent of the Union may attend meetings when requested to deal with the Hospital on all matters which may properly come up for discussion under this Agreement, including negotiations and the presentation of grievances as herein provided. Notwithstanding the above, no more than two (2) employees representing the Union may attend any one (1) meeting except as provided herein for the purpose of negotiations or Labour Management meetings.



- 6.02 The Hospital agrees to reimburse the Committee employees at their respective basic hourly rate for the scheduled time lost by such employees due to the necessity of attending meetings with the Hospital.
- 6.03 The Union acknowledges that the members of the Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without the mutual agreement of their immediate supervisor. Mutual agreement from the supervisor for absences of reasonable duration for the intended purpose will not be unreasonably withheld.
- 6.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and work location and shift of their Union Chairperson and Committee person. Whenever the Union Committee person is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his Union Committee person who will provide the employee with a copy of the Collective Agreement.

The Employer agrees that the Union Chairperson or Committee person will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for no more than twenty (20) minutes during the first thirty (30) days of employment, on the Hospital premises, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

- 6.05 The Union Chairperson (as identified by the Union) will be scheduled on a Monday to Friday day shift. The Union agrees to provide the Employer with at least twelve (12) weeks' notice to accommodate such schedule effective with the implementation of this language and then eachtime a new Chairperson is elected.
- 6.06 Local Bargaining Committee

In the event that the parties to this Agreement agree to negotiate for its renewal through the process of bargaining with a group of employers, the parties agree to meet and identify the terms of reference for such bargaining. Where the bargaining unit and the Hospital both agree to participate in such a group bargaining process, the bargaining committee as defined in this Article shall constitute the bargaining committee for those issues identified as appropriate for local or individual bargaining.



## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 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 arbitrable. Timelines in this Article may be extended by the mutual agreement of the parties in writing.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate supervisor within 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 their receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

### **Step No. 2**

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

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

#### 7.02 Policy Grievance

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

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

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

#### 7.03 Discharge/Suspension Grievance

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

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

#### 7.04 Group Grievance

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

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

#### 7.05 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 this event, 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 at arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

### **ARTICLE 8 – ARBITRATION**

- 8.01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this Article.
- 8.02 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.

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

## **ARTICLE 9 – DISCIPLINE**

- 9.01 When the Hospital finds it necessary to administer discipline to an employee, the employee's record on file in the Human Resources Department shall be used to determine the penalty. A copy of such discipline shall be given to the Union and the employee.
- 9.02 A letter of reprimand or suspension shall be removed from the record of an employee twelve (12) months following receipt of such letter, provided the employee has been discipline free during the said twelve (12) months.
- 9.03 The parties agree that any disciplinary action will be imposed upon an employee within fourteen (14) calendar days of the employees' 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 is ongoing.

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.

- 9.04 Employees will be afforded reasonable access to their own personnel file for the purpose of reviewing the contents, in the presence of the Director of Labour Relations (or other designated representative from the Human Resources Department). The employee may be accompanied by a representative of the Union. Such access will be permitted only at times mutually acceptable to the Human Resources Department and scheduled at least one (1) working day in advance.

#### **ARTICLE 10 – SENIORITY**

- 10.01 There shall be a probationary period of sixty (60) continuous days of employment. The termination of a probationary employee shall not be the subject of a grievance or arbitration.
- 10.02 (a) Following completion of the probationary period, seniority shall be defined as the length of continuous service with the Employer from the date of last hiring.
- (b) Seniority shall prevail in the recalling of employees, subject to the concerned employee(s) having the required qualifications to perform the available work.
- (c) The seniority list shall be posted by the Employer every six (6) months, namely on the 15<sup>th</sup> day of January and July in each year, in a location where they will be accessible to members of the Union. Copies of said seniority list shall be mailed to the Union Office and Chairperson on such dates or soon thereafter.
- (d) 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 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, they shall be credited with the seniority held at the time of the transfer and resume accumulation from the date of their 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.
- 10.03 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and their employment terminated for any of the following reasons:
- (a) The employee quits;
- (b) The employee is discharged for just cause and not reinstated pursuant to the grievance procedure herein defined;
- (c) The employee is laid off for more than thirty (30) consecutive calendar months;
- (d) When notified by the Employer to return to work after a layoff, the employee fails to notify the Employer of their intent to return to work within five (5) working days of

the employee's receipt of notification by registered mail to the employee's last known address appearing in the employee's personnel file, and to report for duty within ten (10) working days of receipt of such notification;

- (e) The employee fails to report for work upon termination of a leave of absence, without a justifiable reason;
- (f) The employee is absent due to illness or injury for a period of thirty (30) consecutive calendar months from the time the disability or illness commenced. This clause will be administered in conformity with the Ontario Human Rights Code and Workplace Safety and Insurance Act; or
- (g) The employee is absent from work for three (3) or more days without providing a reason and/or supporting medical documentation satisfactory to the Hospital.

#### **ARTICLE 11 – HOURS OF WORK**

- 11.01 (a) Not more than eight (8) hours shall constitute a day's work, and forty (40) hours shall constitute a week's work, each including a paid thirty (30) minute lunch period and two (2) fifteen (15) minute paid breaks, one in the first half of the shift and one in the second half. Any time which an employee is required to work and does work in excess of eight (8) hours any day or in excess of forty (40) hours in any one week, shall be deemed overtime and shall be paid for at the rate of one and one half (1½) times their regular hourly rate. Employees are required to remain on Hospital premises and be available for work, if needed, during the lunch and break periods. However, should an employee be required to work at any time during the employee's lunch period, the employee shall be afforded a lunch period at a later time in the shift. The regular straight time rate of pay is that prescribed in "Schedule A".
- (b) It is mutually understood that the statement of the regular work week herein is not a guarantee of those, or any other, hours, but before the hours of work are changed, there will be prior notice to and discussion with the Union.
- (c) Notwithstanding (a) above, where an employee who works full-time hours is required to work during a period of consecutive days off, he shall be paid at one and one half (1½) times his regular straight time hourly rate for all hours worked on the first day worked during that period, and two (2) times his regular straight time hourly rate for all hours worked on any additional day worked during that period.
- (d) Regular shifts for Maintenance Mechanics are 2300 to 0700, 0700 to 1500 and 1500 to 2300 hours. The regular shift for Biomedical Technicians is 0700 to 1500 hours and 1100 to 1900 hours (renal only). These shifts may vary by mutual agreement between the employee and the Employer. The Employer may introduce new shifts provided the

Employer can demonstrate an operational requirement to introduce such new shift and provided the Union is given six (6) weeks' notice of such new shift being introduced.

(e) Extended Hours of Work

The parties agree that where there is a request for a group of employees within a classification within a working group or department for a schedule of extended hours of work (12 hour tours) such request must be agreed to by the Hospital and the Union.

The parties agree that a schedule will be prepared for review and upon agreement shall form the basis of a trial period of five (5) months. Following the trial period, there shall be a vote at the end of the trial period to determine if sixty-six and two thirds (66 2/3) of the employees in the classification and the working group or department impacted by such schedule who vote to support continuation of such schedule. The voting shall be conducted by way of a secret ballot. In the event that the vote to continue is unsuccessful, the employees shall be reverted to working schedule that was in place prior to the introduction of the extended tour schedule.

- i) An extended tour shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of break times, but exclusive of reporting times.
- ii) The normal twelve (12) hour tour will include one forty-five (45) minute paid meal break and two (2) fifteen (15) minute paid rest periods, one in the first half of the shift and one in the second half of the shift.
- iii) The hours of work will be equalized with a work schedule containing a mix of eight (8) and twelve (12) hour shifts (six 12's and one 8) to provide eighty (80) hours or work for each employee working such schedule in each two week pay period

Scheduled Hours of Work

- i) The parties agree that the scheduling provisions contained in the Collective Agreement will be applied except for the two (2) shift provision provided for in Article 11.02 of the Collective Agreement.
- ii) Shift premiums as provided for in Article 11.05 shall be paid to employees working a twelve (12) hour tour for all hours worked between 1500 and 0700.
- iii) Weekend premiums as provided for in Article 11.05 shall apply.
- iv) Such scheduling provisions contained in the Collective Agreement may require amendments.

Vacations



Vacation entitlement and utilization will be calculated in hours.

#### Paid Holidays

An employee who is not scheduled to work on a statutory holiday will receive eight (8) hours holiday pay. If an employee is scheduled to work on a paid holiday and actually works, they shall be paid at the rate of time and one half for work performed on such holiday in addition to the eight (8) hours holiday pay.

#### Leaves of Absence

All leaves of absence, including bereavement leave, shall be paid or deducted at either eight (8) or twelve (12) hours in accordance with the schedule that otherwise would have applied.

#### Sick Leave Entitlement

For employees whose regular hours of work are other than the standard eight (8) hour work day, the short term sick leave plan will provide payment for the number of hours of absence according to Article 20. All provisions shall be adjusted to provide a payment of sick credits to coincide with the total amount of hours lost.

### **11.02 Work Assignments and Schedules of Work**

- (a) Work schedules shall be posted at least four (4) weeks in advance. Any changes in such posted schedules required by employees must be arranged by mutual agreement between the employees affected, approved by the Hospital, and at no cost to the Employer.

Notwithstanding Articles 11.01(c) and 11.02(b), in the event that the Hospital requires a change to a posted schedule and provides less than twenty-one (21) days' notice, employees affected by such change will be paid for the hours worked at the rate of time and one half for a maximum of three (3) scheduled shifts that have been changed. Such change in schedule shall be communicated by the Hospital to the affected employee(s) by way of text message or email.

- (b) Schedules shall allow at least two (2) shifts off between change of shifts and, if not, the employee shall be paid one and one half (1 ½) times their regular rate for any shift which commences within such period unless a shorter time between shifts is agreed upon by the employee or employees affected. This premium shall not apply where the standard schedules provides for less than two (2) shifts off between change of shift.

- (c) There shall be no changes in job descriptions without proper discussion with the Union. The Employer agrees to provide the Union Chairperson with copies of position descriptions upon request.

#### 11.03 Overtime

Overtime shall be distributed equally among the employees who are available and qualified to perform the required work on the understanding that overtime offered and refused shall be considered worked for the sole purpose of equalization. If all employees refuse the overtime, the employee with the least seniority who has the qualifications to do the work, shall be compelled to do the work. Employees returning from sick leave, long term disability, workers compensation, or approved leave of absence, or a term of modified work where they were unable to work overtime that exceeds two (2) weeks will be given an average of the total accumulated hours per person within their classification.

- (a) No employee shall be laid off during regular working hours for the sole purpose of equalizing overtime which such employee has worked or may work during the same working week.
- (b) A list of the names of the persons included in the bargaining unit shall be posted weekly showing the actual paid hours of overtime each person was offered or worked up to the date of posting.
- (c) Notwithstanding the above, in cases of emergency, the Employer may assign overtime to any employee available to do the work.
- (d) When overtime is deemed necessary by the Employer, the employee assigned and performing the work will be given first right of refusal for available overtime.
- (e) 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.

#### 11.04 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision of this Agreement only, even though hours worked may be premium payment hours under more than one (1) provision. In such circumstances, the higher premium will be paid. The provision of this clause will not negate any entitlement to shift premium or weekend premium. However, the parties agree that an employee who works an overtime shift on a weekend on an off shift shall only be entitled to the weekend premium in addition to the premium payment.

#### 11.05 Shift Premiums

- (a) Off Shift Premium

Employees who work a full afternoon or night shift will receive a shift premium of one dollar and twenty five cents (\$1.25) per hour. An employee who works overtime into the afternoon or night shift will receive a pro-ration of the shift premium for the hours actually worked provided they work a minimum of four (4) overtime hours.

(b) Weekend Shift Premium

Employees will receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked 2300 on Friday to 2300 on Sunday. This premium is in addition to the off-shift premium and but will not be paid in addition to overtime premium pay. However, the parties agree that an employee who works an overtime shift on a weekend on an off shift shall only be entitled to weekend premium in addition to the premium payment.

(c) Overtime Lieu Time

Where an employee has worked and accumulated approved overtime hours (including overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. Where the applicable time is time and one half, then time off shall be at one and one half (1½) times) for use in the fiscal year in which it is accumulated. Accumulated overtime must be taken or payment shall be made at the applicable premium rate. The Hospital will pay out any existing accumulated overtime banks owing to any employee on the first pay of March of each fiscal year. Employees who work overtime will not be required to take off during regular working hours to offset overtime worked.

The maximum accumulation within a year will be seventy-five (75) hours.

(d) Paid Holiday Lieu Bank

Where an employee is entitled to a lieu day for a holiday, such day off must be taken within the period thirty (30) days before or sixty (60) days after the paid holiday after the paid holiday. Exceptions may be considered as long as the accumulation of lieu days does not exceed three (3).

11.06 Call-Ins

When calling employees, the parties agree to the following:

If the requirement for staff is 'STAT,' which is defined as danger to life, limb or property and must be attended to immediately, the Union recognizes the Employer's need to have staff report to the site in a timely fashion. It is agreed that if there is no immediate answer at the employee's preferred posted numbers, the next available staff qualified to complete the task will be contacted. The original contact and each subsequent contact will be charged for the overtime hours. It is the responsibility of the employee placing the call to ensure that all individuals contacted are noted on the Overtime Authorization Form. Failure to comply will result in non-equalization of overtime.

However, if the requirement for staff does not meet the above definition and can safely be attended to within the next four (4) hours, thirty (30) minutes shall be considered acceptable for the affected employee to return the call. It is agreed that at the end of this time, the next available staff qualified to complete the task will be contacted. The original contact and each subsequent contact will be charged for the overtime hours. It is the responsibility of the employee placing the call to ensure all refusals to work are noted on the Overtime Authorization Form. Failure to comply will result in non-equalization of overtime.

#### 11.07 Call-in Pay

- (a) An employee called back to work after having completed their 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 (1½) times their 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.

Employees who are required to provide professional services over the telephone while on stand-by (without returning to the Hospital) or if called by a management representative (if not on call) shall be entitled to a minimum of

- 15 minutes' pay for a call received between 0700 hours and 2300 hours, and
- 30 minutes' pay for a call received between 2300 and 0700 hours

at time and one-half (1½) their regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimum is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

#### 11.08 Standby Pay

An employee who is scheduled by the Hospital to be on stand-by shall receive an allowance of three dollars and thirty cents (\$3.30) per hour of stand-by and where standby is scheduled on a paid holiday, the rate shall be four dollars and ninety cents (\$4.90). Standby pay is not paid during the period of call-in while the employee is at work. Unless otherwise scheduled by the Hospital, standby pay will not be paid to employees who are on vacation or on any approved leaves of absence.

#### 11.09 Time Change

During the changeover to Daylight savings time, employees will receive straight time for their regular scheduled shift and overtime at the applicable rate for one additional hour. During the changeover to Eastern Standard Time, employees will be paid for straight time for their regularly scheduled shift.

## **ARTICLE 12 – MEALS AND MEAL ALLOWANCES**

- 12.01 An employee required to work two (2) hours or more overtime in any day in addition to their 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.

## **ARTICLE 13 – JOB POSTINGS**

- 13.01 In all cases of filling vacancies for positions within the bargaining unit, employees shall be selected on the basis of seniority, provided they have the qualifications required to perform the job. In filling of advertised vacancies, the successful applicant shall be given a fair trial period of thirty (30) days during which necessary job instruction will be given. During this trial period, an employee may be returned to their former position either by choice, or if the employee fails to perform work required in accordance with the Hospital's requirements, they shall be returned to their former position and standing without loss of seniority or other benefit. Upon their return, the Employer would consider the next most senior qualified applicant for the position.
- 13.02 The Hospital will advertise vacancies for five (5) days by posting same on the bulletin board in the boiler room. When a vacancy has been filled, the Hospital shall promptly notify, in writing, the successful and unsuccessful applicants for the vacancy of the person selected. Should there be no applicants for the position, or if the applicants are not qualified for the position, the Hospital may take steps as it deems necessary to fill the position.
- 13.03 Lead Hands
- When the Employer posts a position for a Lead Hand, employees within the bargaining unit shall be selected based on their qualifications, skill, and ability. Only where two or more employees are determined to be relatively equal in their qualifications, skill, and ability shall seniority govern.
- 13.04 Postings shall contain the following information: classification, department, qualifications, and rate of pay. The posting shall also identify the primary shift, with a recognition that additional shifts may be required and in such circumstances, the Employer shall meet with the Union to discuss.

## **ARTICLE 14 – CONTRACTING OUT**

- 14.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

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 such 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 into an agreement with the Union to that effect.

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

On request by the Union, the Hospital will undertake to review contracted services which would otherwise fall within the work of the bargaining unit and which may be subject to expiry or open for renegotiations within six (6) months. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future.

- 14.02 In the event of emergencies, as to the existence of which the Employer shall be the sole judge, the Employer may make any arrangements, which, in its opinion, are necessary to restore or maintain operation of any machinery, equipment, or boiler. The Hospital will not contract out work which will directly result in the layoff of bargaining unit employees.

## **ARTICLE 15 – PAID HOLIDAYS**

- 15.01 An employee shall receive the following paid holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
2<sup>nd</sup> Monday in June  
Canada Day (July 1<sup>st</sup>)  
Civic Holiday  
Labour Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

- 15.02 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.
- 15.03 Holiday pay is defined as the amount of regular straight time hourly pay exclusive of shift premium, which an employee would have received had he worked a normal shift on the holiday in question.
- 15.04 An employee who is required to work on any of the above-named holidays will, at the option of the employee, receive either:
- (a) Pay for all hours worked on such day at the rate of one and one half (1 ½) times their regular straight time rate of pay in addition to their regular straight time rate of pay, or;
  - (b) Pay at the rate of one and one half (1 ½) times the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay, such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the employee shall receive payment for that day.
  - (c) Where an employee is required to work overtime on a paid holiday, the employee shall receive two (2) times their regular straight time rate of pay for all overtime hours worked in addition to holiday pay.
- 15.05 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides reason for such absence which is satisfactory to the Hospital.
- 15.06 If a paid holiday falls during an employee's vacation, on their regular day off, another day off may be selected by the employee and the Department Head, by mutual agreement, providing the employee qualifies for holiday pay. Failing such mutual agreement, the employee shall receive payment for that day.
- 15.07 In order to qualify for pay for a holiday, an employee must have worked their full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:



- (a) Legitimate illness or accident that commenced within a month of the date of the holiday;
- (b) Vacation granted by the Hospital
- (c) The employee's regular scheduled day off.

The Employer reserves the right to demand a medical certificate or other proof satisfactory to the Employer as proof of such illness or injury.

## **ARTICLE 16 – VACATIONS**

16.01 Employee shall be entitled to vacation with pay on the following basis:

Three (3) weeks after one (1) year of continuous service as of May 1<sup>st</sup>;  
 Four (4) weeks after five (5) years of continuous services as of May 1<sup>st</sup>;  
 Five (5) weeks after twelve (12) years of continuous service as of May 1<sup>st</sup>;  
 Six (6) weeks after twenty-one (21) years of continuous service as of May 1<sup>st</sup>;  
 Seven (7) weeks after twenty-seven (27) years of continuous service as of May 1<sup>st</sup>.

- 16.02 (a) On or before March 1<sup>st</sup> in each year, the Hospital will post a form of notice requiring employees in the bargaining unit to enter their requests for vacation times. Such notice will be left posted on the bulletin board until March 31<sup>st</sup> of that year. On or before April 15<sup>th</sup> in each year, the Hospital will post a vacation schedule for members of the bargaining unit.
- (b) Consistent with the efficient management of the Hospital and the necessity of maintaining sufficient staff to perform the necessary work, employees will be given preference with respect to their vacation period in accordance with their seniority.
- (c) If requests for vacation times are received after March 31<sup>st</sup>, seniority will not apply and the vacation times not allotted and available will be assigned on a first come, first serve basis.
- (d) The Employer shall consider vacation requests submitted at least twenty-one (21) days in advance of the date being requested.
- 16.03 Subject to Article 16.02 (b), the Hospital agrees that each employee in the bargaining unit shall be allotted two (2) weeks of their holiday entitlement during the summer months (June to September) conditional upon the necessity of maintaining sufficient staff to perform the necessary work. Relief personnel employed by the Hospital to take the place of an employee on vacation, shall not be required to become members of the Union until completion of sixteen (16) weeks continuous employment with the Hospital.

16.04 Vacation pay to be paid will equate to salary continuation for the time earned or 6%, 8%, 10%, 12% or 14% (whichever is appropriate based on service), whichever is greater.

16.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness, as evidenced by a medical certificate, which commenced prior to and continues into the scheduled vacation period, the period of such serious illness shall be considered sick leave. The 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) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in hospital, the period of such hospitalization shall be considered sick leave. The 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.

(c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement as provided in Article 17.07.

Those days of vacation which would otherwise have been provided in paragraphs (a), (b) and (c) above will then be rescheduled at a time mutually acceptable to the Employer and the employee. In scheduling such alternative time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

## **ARTICLE 17 – LEAVES OF ABSENCE**

17.01 (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 a 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.

#### **17.02 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 20 shall continue to accumulate during such absence.

#### **17.03 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 10. 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.
- (c) An employee who is on pregnancy leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Standards Act 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 one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee eighty-four percent (84%) of her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance Benefits.

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

#### 17.04 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 10, 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 the set out for Pregnancy Leave in Article 17.03.

#### 17.05 Parental Leave

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

**17.06 Supplemental Unemployment Benefit (SUB)**

- (a) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four (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 one week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

Where an employee elects to receive Parental Leave Benefits pursuant to Section 12(3)(b)(i) 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.

The Hospital will pay the employee eighty-four percent (84%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (b) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (c) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave begun, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

#### 17.07 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 from and including the date of death or burial so long as bereavement leave is concluded within four (4) calendar days following the date of burial, to and including the date of burial. In order to qualify for bereavement leave an employee may be required to submit reasonable proof of death (ie. Newspaper clipping, printed funeral notice). 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.

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.

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

### **ARTICLE 18 – SICK LEAVE**

- 18.01 (a) The Hospital will assume total responsibility for providing and funding for full-time employees a short-term sick leave plan equivalent to that described in the 1982 Hospitals of Ontario Disability Plan (HOODIP). The Hospital will provide a summary of the benefits under the 1982 Hospitals of Ontario Disability Plan (HOODIP) to the Unit Chairperson upon ratification of the Collective Agreement.



The Hospital will pay seventy-five percent (75%) of the billed premiums towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year after the employee has completed five (5) years of service with the Employer.

- (b) 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 certificate (e.g. mileage, etc.) will not be subject to reimbursement.

The Employer shall have the right, if an employee has been absent in excess of three (3) consecutive shifts, or more, to demand production of a medical certificate confirming that the employee's absence has been due to illness. Such medical certificate must also indicate that the employee is fit to resume work and shall be dated during the term of the absence, if the Hospital has given sufficient notice prior to the employee returning to work of its demand for such a certificate.

When such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee's wages for the time away from work.

Except as otherwise directed, employees who are unable to report for work at their scheduled starting time due to illness, must notify their immediate supervisor as soon as reasonably possible prior to the start of the employee's regularly scheduled shift. If the employee is unable to contact their immediate supervisor directly, they will leave a phone number where they can be reached.

When reporting to the Hospital, that they will be absent due to illness, an employee will indicate the expected date and time of their return to work. If it is impossible to advise of when they anticipate a return to work, the above requirements of notification will be performed each scheduled shift. When a date and time of return is determined, an employee shall advise their immediate supervisor as soon as reasonably possible prior to the start of the employee's regularly scheduled shift.

- (c) Employees will make every reasonable effort to schedule medical specialist appointments at times when they are otherwise not scheduled to work. For the purpose 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 a manner so 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.



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

## **ARTICLE 19 – MODIFIED WORK PROGRAM AND OCCUPATIONAL HEALTH**

19.01 The Hospital 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 as provided in the Workplace Safety and Insurance legislation of Ontario. The process as outlined in Article 19.01(b) will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under the Ontario Human Rights Code. Consequently, the following Modified Work Program will apply:

(a) Modified Work Program for Occupational Illness/Injury

1. Once a claim is established with and approved by the Workplace Safety and Insurance Board (WSIB), 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, their 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.
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.

(b) Modified Work Program for Non-Occupational Illness/Injury

Where an employee cannot perform the essential duties of their job due to a non-occupational injury/illness, the Hospital will attempt to accommodate the employee. The employee shall provide to the Employee Health Department, a medical note from their treating physician(s) indicating the employee's medical restrictions.

Once these restrictions are provided, the process as outlined in paragraphs (2), (3), (4), (5), (6) and (8) in Article 19.01(a) above will apply. If for any reason, an employee is not satisfied with the results of modifications to their job, the Employer agrees to meet with the employee and their Union Representative to resolve outstanding issues within thirty (30) days of being requested to do so. Copies of any ergonomic assessments will be provided to the Union in advance.

19.02 Occupational Health and Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- (b) The Hospital and the Union agree to abide by the provisions of the Ontario Occupational Health and Safety Act, as amended from time to time.

19.03 Influenza 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 the 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 of the flu vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects regarding the vaccine.
- (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 reassignment is not possible, such employee(s) will be deemed to be laid off and may use vacation, lieu time or remain off work on an unpaid leave of absence in accordance with the Hospital corporate policy.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will

be paid for the regularly scheduled shifts that are missed during the period of the outbreak. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (f) If an employee gets sick as a result of the vaccination and applies for WSIB, 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.

## **ARTICLE 20 – HEALTH AND EARNED BENEFIT PLANS**

### **20.01 Life Insurance**

The Hospital undertakes to enroll all full-time employees covered by this Agreement in the Life Insurance Plan, providing life insurance for each employee in the amount equivalent to twice his annual earnings calculated to the nearest five hundred dollars (\$500.00). The Hospital agrees that it will continue to pay one hundred per cent (100%) of the monthly premium charged for such life insurance coverage.

All full-time employees covered by this Agreement will be required to enroll in such plan on the basis set out above as a condition of their employment, and all new full-time employees within the bargaining unit shall be required, as a condition of their employment, to enroll in the said plan on the above basis upon completion of three (3) months continuous service with the Hospital.

### **20.02 Drug Prescription Plan (Extended Health Care)**

The Hospital will provide full-time employees in the bargaining unit with the GreenShield Drug Prescription Plan with a three dollar (\$3.00) co-pay and with the Extended Health Care Plan and the Hospital will, during the term of this Agreement, pay to the said Plan one hundred percent (100%) of the premium. The GreenShield Drug Prescription Plan will include mandatory product selection. The Plan shall provide for the inclusion of over-the-counter (OTC) drugs. Mandatory generic substitution unless adverse reaction.

Plan to provide massage therapy to an annual maximum of three hundred and fifty dollars (\$350.00) with no cap per visit and annual PSA testing. Plan to provide chiropractic services to an annual maximum of three hundred and fifty dollars (\$350.00), with the removal of the fifteen (15) visit qualifier. Plan to provide coverage for hair pieces, \$500.00 lifetime maximum. Coverage for podiatry/chiropractic to an annual maximum of three hundred and fifty dollars (\$350.00).

Existing provisions for private duty nursing services contained in present extended health care plans will reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

**20.03 Vision Care Plan**

The Hospital will provide full-time employees in the bargaining unit with the GreenShield Vision Care Plan with a maximum coverage of three hundred and seventy-five dollars (\$375.00) over a period of twenty-four (24) months with the Hospital paying one hundred percent (100%) of the premium charged therefore.

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

**20.04 Audio Plan**

The Hospital will provide full-time employees in the bargaining unit with the GreenShield Audio Plan (lifetime maximum of \$1,000 per individual) with the Hospital paying one hundred percent (100%) of the premium charged.

**20.05 Dental Plan**

- (a) The Hospital agrees to contribute for each active full-time employee seventy-five percent (75%) of the premium for GreenShield Dental Plan (or equivalent) based on the current O.D.A. fee schedule, the balance being paid by the participating employee through payroll deduction.
- (b) Such Plan will include orthodontics coverage with 50% co-insurance with a lifetime maximum of fifteen hundred (\$1,500.00) for dependents age nineteen (19) and under only.
- (c) The Hospital will provide Blue Cross Rider #2 (or equivalent) complete and partial dentures and Blue Cross Rider #4 (or equivalent) crowns, bridgework and repairs to same. Blue Cross Rider #2 (or equivalent) and Blue Cross Rider #4 (or equivalent) will be provided at fifty (50%) co-insurance, with a fifteen hundred (\$1,500.00) five-year maximum per family member.

**20.06 Semi-Private**

The Hospital will provide the GreenShield Semi-Private Plan for each full-time employee in the active employ of the Hospital, and the Hospital agrees to contribute one hundred per cent (100%) of the premium.

**20.07 Pension Plan**

It is agreed that full-time employees, as a condition of employment, will participate and part-time employees may participate in the Healthcare of Ontario Pension Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such Plan.

#### 20.08 Substitution of Carrier

The Hospital may, at any time, substitute another carrier for any plan provided that the benefits provided are the same. Such substitution will not occur on less than sixty (60) days' notice to the Union.

#### 20.09 Continuance of Benefits

If an employee is absent due to personal illness or injury, the Hospital will continue to pay the applicable percentage of the premiums for a period of three (3) months from the commencement of the illness or injury for the following benefits:

Group Life	Audio
Drug Benefits Plan	Dental
Extended Health Care	Semi-Private
Vision	Out-of-Province

When an employee is on approved absence without pay, the Hospital shall not contribute to the payment of subsidized employee benefits past the end of the month following the date the absence began, and the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence. In order to ensure coverage, employees may arrange with the Hospital to prepay the full premiums for such benefits for the entire period of absence.

#### 20.10 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 fifty-five (55) up to and including age sixty-four (64) on a seventy-five percent (75%) employer and twenty-five percent (25%) employee premium share basis.

The Employer agrees to contact employees who retired between the expiry of the previous agreement and the ratification of this agreement at their last known address and offer such employee the ability to enroll into the benefits provided herein. Premium payments shall not be retroactive.

The number of employees in the bargaining unit allowed to access these benefits shall be limited as follows:

The Hospital will distribute to each Unifor member a form upon which the employee can indicate if it is their intention to retire during the next calendar year. This form will be distributed between October 15<sup>th</sup> and November 1<sup>st</sup>. This form will request the employee's name, classification, planned retirement date and ask whether the employee would like to participate in the early retiree benefits with the Hospital. This form will indicate that their stated intention to retire is not binding upon them.

After November 1<sup>st</sup> of a given year, the Hospital will compile a list of all individuals who have responded positively to both an intention to retire and an intention to participate in the early retiree benefits. This list will be ranked in accordance of highest seniority. The results will be shared with the Unifor and the individuals. Any member who decides after November 1<sup>st</sup> can add their name to the list; however, they will be placed on first come first served basis after those on the list.

In any given year the Hospital will provide up to three (3) early retirement benefit packages at a level outlined in the Collective Agreement from the list prepared above.

**20.11 Benefits Age 65 and Older**

Extended health care (including vision and audio), semi-private and the 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).

**20.12 Health and Welfare Enrolment**

An employee who has chosen to opt out of any Health and Welfare benefits shall be entitled to enroll 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 enroll 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.

***ARTICLE 21 – CLOTHING ALLOWANCE***

**21.01** 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.

**21.02** 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.

**21.03** 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.

**21.04** 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.

- 21.05 (a) The purpose of the safety shoe allowance is to reimburse members of the bargaining unit for the purchase of safety shoes or boots that must be worn at all times to perform work.
- (b) Employees will be provided with reimbursement for the amount paid for safety shoes or boots upon presentation of a receipt for the total cost paid for the shoes or boots up to a maximum of three hundred and fifty dollars (\$350.00) per calendar year. Such amount will not be subject to statutory deductions.
- (c) In the event that an employee does not have a receipt for the purchase of safety shoes or boots, they will be entitled to payment of three hundred and fifty dollars (\$350.00) subject to statutory deductions once per calendar year.
- (d) The maximum an employee shall be entitled to under either (a) or (b) is three hundred and fifty dollars (\$350.00) per calendar year.

## **ARTICLE 22 – TOOL REIMBURSEMENT**

- 22.01 The Hospital shall provide a tool reimbursement allowance to employees in the classification of Technician, 3<sup>rd</sup> Class Engineer, Maintenance Mechanic, Maintenance Mechanic I, Electrician, Plumber and Lead Maintenance Mechanic, upon being provided with a receipt, of up to one thousand dollars (\$1,000) once each fiscal year calendar year. It is agreed that the tools purchased shall be within their area of expertise.

Employees in the classifications of Biomed Technician and Lead Biomed Technician shall, upon proof of annual registration, be entitled to reimbursement of the annual membership fee in OACETT.

## **ARTICLE 23 – WAGES**

- 23.01 Schedule "A" attached hereto shows the classifications and wage rates of the employees covered by this Agreement with effect from the dates set out herein. It is mutually agreed that the said Schedule and contents thereof shall constitute a part of this Agreement.
- 23.02 Wages shall be paid bi-weekly by direct bank deposit.
- 23.03 For the Biomed classification only, the Hospital will grant recognition of recent related experience for the purpose of initial placement on the wage grid. Related experience is recent experience that has been gained by a person while working in the actual classification into which they have been hired by the Hospital. This related experience must also have been gained while working outside the Hospital or it(s) predecessor corporations and prior to be first hired by the Hospital or its predecessor corporation(s). The related experience must have been gained performing biomedical duties in a Hospital or clinical medical setting. The experience gained as a student or other learning work placement will not be considered for the purposes of related experience.



Recent related experience will be credited with one (1) increment on the salary scale for every year of recent related full time experience. A year of recent related experience equals 1950 hours worked. The employee will have the obligation to provide sufficient evidence to Human Resources to support a claim for recent related experience and such recognition will only be effective upon presentation of sufficient information to support the claim.

This clause shall apply to employees currently employed at WRH in the classification of Biomed who can provide proof of related experience as outlined above.

#### **ARTICLE 24 – PAID EDUCATION LEAVE**

- 24.01 The Hospital agrees to a payment of one thousand dollars (\$1,000.000) payable to the Union once during the life of the Collective Agreement to be paid within sixty (60) days following ratification of the Collective Agreement.

#### **ARTICLE 25 – SUPERVISORY PERSONNEL**

- 25.01 Supervisory personnel, including contracted supervisors, not covered by the terms of this Agreement will not perform duties normally assigned to those employees covered by this Agreement, except for the purposes of instruction, experimentation, in cases of emergency or in situations where regular employees are not available.

#### **ARTICLE 26 – TECHNOLOGICAL CHANGE**

- 26.01 (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 27 – GENERAL**

- 27.01 Bulletin Board

The Employer agrees to provide an employee's bulletin board located on the premises of the Employer in a location which it considers to be convenient for employees. The Employer agrees to permit regular Union notices to be posted on the said bulletin board subject to approval by an officer or officers designated by the Hospital. Such approval will not be unreasonably withheld, however, there shall be no distribution or posting by employees of pamphlets, advertising, or political matter, cards, notices or any other literature on the Employer's property, or on the Employer's time, except as herein provided.

- 27.02 It is agreed that the Hospital shall be entitled to retain one hundred per cent (100%) of any Employment Insurance premium reduction or rebate towards offsetting the cost of benefits as negotiated by the parties.
- 27.03 Whenever the singular or masculine is used throughout this Agreement, they shall be construed as meaning the plural, feminine or gender neutral where the context, or the parties hereto so require.
- 27.04 The Hospital shall provide a copy of this Collective Agreement to all current and new employees.
- 27.05 The Hospital agrees to replace tools, which have been personally acquired by members of the bargaining unit and which are broken or worn out in the course of use in the employee's work at the Hospital, provided the Hospital considers such tools to be reasonably necessary for the performance of the designated work. This provision does not apply to the replacement of batteries that have become worn out.

## **ARTICLE 28 – DEFINITIONS**

- 28.01 The words “continuous service” or “continuous employment” when used in this Agreement shall mean an unbroken period of employment, provided however, that absence during an employee's scheduled days off or during vacations and statutory holidays shall not be considered a break in employment.
- 28.02 Skilled Trades
- (a) Skilled Trades for the purpose of this Agreement shall be those trades and classifications as listed below:
- Maintenance Mechanic
  - Technician
  - Lead Hand
  - 2<sup>nd</sup> Class Engineer
  - 3<sup>rd</sup> Class Engineer
  - 4<sup>th</sup> Class Engineer
  - Electrician
  - Plumber
  - Biomed Technologist/Technician

All boilers and compressors shall be operated by licensed Engineers only (except as otherwise required for maintenance and/or testing).

- (b) The term “journeyman/journeywoman” as used in this Agreement shall mean any person:
  - (i) Who presently holds a journeyman/woman classification in a skilled trades occupation as listed in (a) above; or
  - (ii) Who has served a bona fide apprenticeship of four (4) years – 8000 hours or five (5) years – 9000 hours and holds a certification that substantiates their claim of such service; or
  - (iii) Who has eight (8) years of practical experience in the skilled trades or classifications in which they claim journeyman/woman’s designation and can provide same. A Unifor Journeyman/woman card will be accepted as proof.
  - (iv) Any further employed in the skilled trades occupations as listed in (i) above, after signing of this Agreement, shall be limited to journeyman/woman and apprentices.
- (c) 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.
- (d) The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, (currently one half (½) hour per year) from those employees who are identified by the parties as skilled trades 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.

## **ARTICLE 29 – LAYOFF AND RECALL**

29.01 Prior to issuing a notice of a permanent or long-term layoff resulting in an individual losing employment, the Employer will offer early retirement options in accordance with the following provisions:

- (a) The department, classification, and status (full-time/part-time) in which the layoff is to occur will be identified.
- (b) The Employer will offer early retirement options as per Article 29.02 to a sufficient number of employees eligible for early retirement under HOOPP within the department, classification, and status identified for layoff as per (a) above in order of seniority, to the extent that the maximum number of employees within the department, classification, and status who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff.

- (c) In the event that an insufficient number of employees accept an early retirement option as stipulated in (b) above, the following may occur:
- (i) If there is another Department that has the same classification and status as the employee(s) identified for lay-off pursuant to Article (a) above, the Employer shall then continue to offer early retirement options to those employees eligible under HOOPP, within the bargaining unit, in the same classification and status as identified in (a), based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received layoff notices as identified in (a), or;
  - (ii) If there is no other Department that has the same classification and status as the employee(s) identified for lay-off pursuant to (a), then the junior employee(s) affected will identify their displacement choices pursuant to Articles 29.03 and 29.04 and the Employer shall offer early retirement options to those employees eligible under HOOPP within the Department, status and classification where the laid-off employee(s) has chosen to displace and one subsequent displacement. The offers will be based on seniority, until the number of employees accepting early retirement options is equivalent to the number of employees who would have otherwise received layoff notices as identified in (a).
- (d) In the event that an early retirement option is accepted by an employee from another department pursuant to Article 29.01(c)(ii), the laid off employee may exercise their rights under the Collective Agreement. If they exercise the right to displace, the displacement process will continue until the junior employee in the classification and status of the employee laid off will be identified, and that employee will be transferred to the vacancy created by the early retirement, provided that the employee is qualified and able to perform the work required.
- (e) Should no employee, or an insufficient number of employees, elect the early retirement option, all probationary and temporary employees employed within the department and classification will be laid off first, irrespective of their status, provided that a seniority employee wishes to accept the available temporary vacancy, until such time that the number of employees who would have otherwise received layoff notices as identified in (a) has been achieved.
- (f) In the event that the number of employees identified for reduction in (a) is still not attained after exhausting the provisions of (b), (c), (d) and (e), layoff notices will be issued in reverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work.
- (g) The affected employee(s) who receive notice of layoff will then be entitled to exercise their rights under the Collective Agreement.

29.02 An employee who elects early retirement pursuant to the foregoing will be entitled to the following:

- (a) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks salary and, in addition, full-time employees shall receive a single lump sum payment equivalent to one thousand dollars (\$1,000.00) for each year less than age 65 to a maximum of five thousand dollars (\$5,000.00) upon retirement. Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.
- (b) A full-time or part-time employee who is issued a notice of layoff pursuant to this Article, in addition to the options set out in Articles 29.03 and 29.04, may elect to resign and be entitled to the following:

Where an employee resigns within one (1) month (30 days) after receiving notice of layoff that their position will be eliminated, they 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).

Where the employee who resigns in accordance with this provision is a part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the six (6) month period immediately preceding their last day of work.

Where an employee resigns later than one (1) month (30 days) after receiving notice that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks salary and, upon production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty dollars (\$1,250.00).

- 29.03 (a) A full-time employee laid off pursuant to the procedure set out herein shall have the option to either take the layoff or displace the least senior full-time employee in the department, on the shift of preference of the laid off employee, provided:
- (i) The laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and
  - (ii) The employee to be displaced has less seniority than the laid off employee.
- (b) If the laid off full time employee is unable to displace a full-time employee pursuant to the procedure set out in (a) above, the full-time employee shall have the option to

either take the layoff or to displace the least senior part time employee in any department, on the shift of preference of the laid off employee, provided:

- (i) The laid off employee has the ability and qualifications to perform the work of that position, and requires no further training other than orientation; and,
    - (ii) The employee to be displaced has less seniority than the laid off employee.
  - (c) A full-time employee displaced through the above procedure shall themselves be able to utilize the procedure.
- 29.04 (a) A part-time employee who has been laid off pursuant to the procedure set out above shall have the option to either take the layoff or displace the least senior part-time employee in the department, on the shift of preference of the laid off employee, provided:
- (i) The laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and
  - (ii) The employee to be displaced has less seniority than the laid off employee.
- (b) A part-time employee displaced through the above procedure shall themselves be able to utilize the procedure.
- 29.05 (a) In the event that a layoff is expected to be longer than six (6) weeks in duration, at least four (4) months' written notice will be given to the Union. Employees will be provided with three (3) months' notice of layoff.
- (b) In the event the layoff is for a period of less than six (6) weeks in duration, the Employer will give two (2) weeks' written notice to the employee.
- 29.06 The notice periods referred to in Article 29.05, shall not be required if the 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 Hospital.
- 29.07 Full-time employees who displace part-time employees pursuant to this Article shall maintain full time benefits for six (6) weeks. Full-time employees who displace part-time employees pursuant to this Article shall retain the right to be recalled to their previous classification for a period of twenty-four (24) months.
- 29.08 No new employee shall be hired in the department, classification, and status in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall as prescribed by this Article have been recalled to return to work. Where a position becomes available, in a department, classification, and status in which a layoff has occurred, employees who retain seniority shall be recalled to the position in the department, classification, and status from which they were laid off or displaced for a period of twenty-four (24) calendar months, in the order of their seniority, provided they have the ability to perform the available work.
- 29.09 In the event that an employee is recalled, the affected employee will be recalled to their original department, status, and classification in reverse order of layoff.

- 29.10 A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.
- 29.11 The Hospital agrees to meet with the Union on request for the purpose of discussing the method of implementation of a layoff and recall.
- 29.12 If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when they are able provided they produce to the Hospital, a medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority. Should the employee, upon their return to work, displace a junior employee, the notice requirements as specified in Article 29.05 shall be waived.
- 29.13 No full-time employee within the bargaining unit shall be laid off by reason of their full-time duties being assigned to one (1) or more part-time employees.
- 29.14 EI Record of Employment forms will be furnished to a laid off employee within five (5) days of their last day worked.
- 29.15 In all cases of layoff and displacement, seniority will be calculated as of the original layoff or displacement notice.

### **ARTICLE 30 – TERMINATION**

- 30.01 The Agreement shall continue in effect from April 1, 2021 to and including March 31, 2024 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other, in writing, that it intends to amend or terminate this Agreement by notifying the other party within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it intends to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations within thirty (30) days after the giving of notice if so requested.

### **ARTICLE 31 – RETROACTIVITY**

- 31.01 Retroactivity shall be paid for all hours paid by the Employer to all employees on the payroll as of the expiry of the previous agreement and to all new employees hired since the expiry date on the basis of the negotiated/arbitrated wage rate. Retroactivity shall be paid within four (4) full pay periods (bi-weekly) following ratification by both parties, by separate cheque or a separate income tax calculation

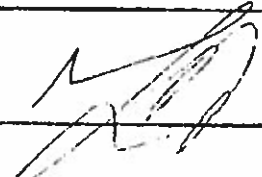


If an employee had terminated their employment since the expiry date of the previous Agreement, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim for payment due. A copy of such letters shall be sent to the Chairperson. Failing claim of payment, the Employer shall not be further obligated for payment to such employee.



DATED IN WINDSOR, ONTARIO THIS 11<sup>th</sup> DAY OF August, 2023

WINDSOR REGIONAL HOSPITAL  
SKILLED TRADES

UNIFOR AND ITS LOCAL 2458

	
Nancy Day	T.S.L.
	

# SCHEDULE "A" – WAGE SCHEDULES

## UNIFOR SKILLED TRADES

Effective April 1, 2022 - March 31, 2023

<u>Job Code</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
D250F	Chief Engineer	April 1, 2020	\$31.855	1.65%							
		April 1, 2021	\$32.174	1.00%							
		April 1, 2022	\$32.496	1.00%							
		April 1, 2023	\$32.821	1.00%							
D255F	Technician	April 1, 2020	\$32.735	1.65%							
		April 1, 2021	\$33.062	1.00%							
		April 1, 2022	\$33.393	1.00%							
		April 1, 2023	\$33.727	1.00%							
D281F	Lead Maintenance Mechanic	April 1, 2020	\$32.735	1.65%							
		April 1, 2021	\$33.062	1.00%							
		April 1, 2022	\$33.393	1.00%							
		April 1, 2023	\$33.727	1.00%							
D260F	3rd Class Engineer	April 1, 2020	\$29.251	1.65%							
		April 1, 2021	\$29.544	1.00%							
		April 1, 2022	\$29.839	1.00%							
		April 1, 2023	\$30.137	1.00%							

D265F	4th Class Engineer	April 1, 2020	1.65%	\$27,270
		April 1, 2021	1.00%	\$27,543
		April 1, 2022	1.00%	\$27,818
		April 1, 2023	1.00%	\$28,096
D270F	Electrician	April 1, 2020	1.65%	\$29,251
		April 1, 2021	1.00%	\$29,544
		April 1, 2022	1.00%	\$29,839
		April 1, 2023	1.00%	\$30,137
D275F	Plumber	April 1, 2020	1.65%	\$29,251
		April 1, 2021	1.00%	\$29,544
		April 1, 2022	1.00%	\$29,839
		April 1, 2023	1.00%	\$30,137
D282F	Maintenance Mechanic	April 1, 2020	1.65%	\$29,251
		April 1, 2021	1.00%	\$29,544
		April 1, 2022	1.00%	\$29,839
		April 1, 2023	1.00%	\$30,137
D283F	Bed Repair Technician (added April 4, 2019)	April 1, 2020	1.65%	\$29,251
		April 1, 2021	1.00%	\$29,544
		April 1, 2022	1.00%	\$29,839
		April 1, 2023	1.00%	\$30,137



### ***LETTER OF UNDERSTANDING #1 – PART-TIME EMPLOYEES***

The parties agree as follows with respect to part-time employees:

Where the Hospital decides it is necessary to hire a part-time employee the Hospital shall:

1. Discuss with the Union the need for such a person;
2. Discuss with the Union the term and task of such requirement;
3. Determine what rate of pay shall be paid;
4. Should an extension be required, the Hospital shall discuss with the Union, the need for the extension;
5. The employee shall not become a member of the bargaining unit but shall pay Union dues;
6. Should the Hospital not notify the Union prior to the hiring of the employee or the extension thereof, the employee shall become a member of the bargaining unit upon completion of the probationary period;
7. In no event will the appointment of a part-time employee displace a regular full-time employee;
8. The Union shall not unreasonably withhold its approval of such request.

### ***LETTER OF UNDERSTANDING #2 – 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 employees to subvert the application of 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 a Women's Advocate who shall be a female Unifor member who can be called upon to meet with members who are experiencing a domestic abuse situation as required, discuss problems with them and make necessary referrals.

### ***LETTER OF UNDERSTANDING #3 – PAID UNION LEAVE***

The Hospital agrees to provide a total of one (1) paid day off per month for one chairperson to be alternated between the two (2) Chairpersons to be used for union business. Such time will be considered as time worked and paid accordingly. It is understood that the Union Representative receiving the

payment will be accessible to the members and/or representatives of the Hospital to discuss issues which may arise between them during this paid time.

#### ***LETTER OF UNDERSTANDING #4 – HOLIDAY SCHEDULING***

The Employer agrees to continue the current practice regarding the rotation of scheduling on holidays. The parties agree to meet when necessary to review and discuss the scheduling of holidays for bargaining unit members.

#### ***LETTER OF UNDERSTANDING #5 – LEAVE REPLACEMENT***

Where an employee is expected to be on a leave of absence for a period in excess of four (4) weeks, the parties will meet to agree on the method and protocol to replace such leave.

#### ***LETTER OF UNDERSTANDING #6 – LEAD BIOMED TECH (MET CAMPUS)***

The parties recognize that the addition of the Lead Biomed Tech position will not be an additional position to the existing department compliment of Biomed Techs at the Met campus and could result in an adjustment of the staffing between the Met, Ouellette and renal departments.

#### ***LETTER OF UNDERSTANDING #7 – CHIEF OPERATING ENGINEER***

The parties acknowledge and agree that the classification of "Chief Operating Engineer" does not currently exist in Windsor Regional Hospital at either the Met or Ouellette campus. The parties further agree that in the event that such a role is required by Windsor Regional Hospital, the parties will meet to discuss the qualifications for the position and the assigned duties of that role, the appropriate wage rate for such role and the replacement of the duties when the incumbent is absent due to sick leave or vacation or other leaves of absence.

#### ***LETTER OF UNDERSTANDING #8 – PRESCRIPTION SAFETY GLASSES***

During 2015 collective bargaining, the parties discussed the possibility that on occasion an employee who has already had an eye examination covered by Article 20.03 of the Collective Agreement and who does not need to wear prescription safety glasses in the workplace may require a second examination at a later date for the purpose of assessing the need for prescription safety glasses. In this limited instance only, employees will be entitled to a second eye examination as prescribed in Article 20.03 of the Collective Agreement.

#### ***LETTER OF UNDERSTANDING #9 – 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 #10 – 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 measures 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.

#### ***LETTER OF UNDERSTANDING #11 – MES***

During 2022 collective bargaining, the parties had discussions regarding the potential use of Managed Equipment Services (“MES”) in respect of medical devices for the Hospital. In this regard, the parties confirm that during the term of this Collective Agreement, no current bargaining unit members will be laid off as a direct result of the MES.

The Hospital shall ensure continued open dialogue with the Union regarding developments with MES to the extent that the bargaining unit is impacted.

#### **Appendix A**

The following employees are covered under the Letter of Understanding Re MES:

- Joseph Obeid
- Derek Lachance
- Andrew Harball
- Matt Boucher
- Francis Nguyen
- Alexandar Adamovic
- Kyle Palmer
- Elizabeth Pullen
- Jared Rawlings
- Adam Dion
- Alexander Acton
- Bryce McGregor