

# **COLLECTIVE AGREEMENT**

between

**SOUTH HURON HOSPITAL ASSOCIATION**  
(hereinafter referred to as the “Employer”)

and

**UNIFOR AND ITS LOCAL 2458**  
(hereinafter referred to as the “Union”)

WHEREAS the Ontario Labour Relations Board did, on the 31st day of July, 2000, certify the Union as the bargaining agent for all employees at Exeter, Ontario, save and except professional Medical Staff, Supervisors, persons above the rank of Supervisor, Graduate Nurses, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Physiotherapists, Occupational Therapists, Speech Pathologists, Social Workers, Technical Personnel, Office and Clerical Staff.

**Expires March 31, 2027**

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## **ARTICLE 1 - GENERAL AND DEFINITIONS**

- 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.
- 1:02 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Exeter, Ontario, save and except professional Medical Staff, Supervisors, persons above the rank of Supervisor, Graduate Nurses, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Physiotherapists, Occupational Therapists, Speech Pathologists, Social Workers, Technical Personnel, Office and Clerical Staff.
- 1:03 The term “employee” when used in this Agreement shall mean a person employed by the Employer and holds a position within the bargaining unit as described in 1:02. No employee shall hold more than one (1) posted position in the bargaining unit at the same time, including related letter of understanding.
- 1:04 The term “probationary employee” when used in this Agreement shall mean an employee who has not completed their probationary period as per Article 10 hereof.
- 1:05 The term “full time” employee when used in this Agreement shall mean a person employed by the Employer within the bargaining unit and scheduled for on average over a bi-weekly period, seventy-five (75) hours.
- 1:06 The term “part time” employee when used in this Agreement shall mean a person employed by the Employer within the bargaining unit and regularly scheduled for up to forty-five (45) hours in a bi-weekly pay period.
- 1:07 This Agreement shall be printed in booklet form and the cost shall be shared equally by both parties. Electronic copies of this Agreement shall also be made available to workers.
- 1:08 Definition of Regular Straight Time Rate of Pay

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

## **ARTICLE 2 - RELATIONSHIP**

- 2:01 The Employer agrees that no employee shall in any manner be discriminated against, coerced, restrained or influenced as a result of their membership in the Union.
- 2:02 The Union will not engage in Union activities on the premises of the Employer during working hours, or hold meetings at any time on the premises of the Employer, without the permission of the Administrator or designate.

## **ARTICLE 3 - UNION SECURITY**

### 3:01 Union Dues

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

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

### Employee Lists

- h) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- i) The Hospital will provide a list of employees and their addresses once (1x) each year - March 31st to the Union.

3:02 The Employer agrees to notify new employees of the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Dues Check-Off. A new employee shall be advised of the name and work location of the Union Chairperson.

The Employer agrees that the Union Chairperson or Committeeperson will be given an opportunity to interview 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.

Should there be a group of three (3) or more employees, a group orientation meeting can be arranged upon mutual agreement between the parties. The minimum period of time for a group meeting will be calculated to equate a maximum of twenty (20) minutes per employee.

#### **ARTICLE 4 - NO STRIKES - NO LOCKOUTS**

4:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Labour Relations Act*, as amended.

#### **ARTICLE 5 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

5:01 The Union acknowledges that it is the right of the Employer to generally operate its business in accordance with its obligations to the community and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, it is the function of the Employer to maintain discipline, to determine methods and to make and alter reasonable rules and regulations. A copy of such rules and regulations shall first be provided to the Union committee and to the employees prior to the implementation of such rules and regulations. Further, such rules and regulations shall not be contrary to the Collective Agreement.

#### **ARTICLE 6 - JOB SECURITY**

6:01 No Contracting Out

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:

- (1) to employ the employees thus displaced from the Hospital; and
- (2) 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.

6:02 Contracting In

Further to Article 6:01 above, the parties agree that they will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

6:03 Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.

6:04 At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and again in advance of any decision being made, the Senior Administrator of the Hospital or their designate agrees to meet with and entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

6:05 No full time employees within the bargaining unit shall be laid off due to their duties being assigned to one (1) or more part time employees.

**ARTICLE 7 - UNION REPRESENTATION/CHAIRPERSON/COMMITTEES AND STEWARDS**

7:01 The number of Union representatives shall be no more than three (3), one (1) such committee person to be designated as "Union Chairperson". The Employer agrees to recognize and deal with such representatives in all matters that properly arise for their consideration. The allocation, work areas and/or departments of Union representatives shall be the responsibility of the Union. The Union shall make every effort to elect/appoint Union representatives from three (3) different areas.

The Union shall provide the Employer with a list of Union representatives' names and amendments to such when they occur. The Employer shall grant the Union Chairperson and the National Representatives of the Union entry into the facility upon proper notification.

7:02 The Employer agrees to work with the Union Representative in the carrying out of the terms and requirements of this Agreement.

7:03 The Union Chairperson will be scheduled four (4) hours of paid time once (1x) per month for the purpose of conducting Union business. The scheduling of such time to be mutually agreed upon between the Employer and the Unit Chairperson.

The Employer agrees to provide reasonable space and access to phone and fax during such time. The Employer further agrees to provide the Union with a secure filing cabinet.

- 7:04 The Union acknowledges that the members of the Union Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their Leader. Permission from the Leader shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer any loss of pay while negotiating the Agreement, or dealing with grievances. This does not apply to time spent on such matters outside of regular working hours.
- 7:05 The Chairperson will not be assigned regular duties between the hours of 2300 and 0700, unless requested by the Chairperson and agreed upon by the Leader involved. Furthermore, the Chairperson will not unreasonably refuse duty between the hours of 2300 and 0700 during extraordinary or emergency situations.
- 7:06 The Employer agrees members of the Committee shall not be required to report for work on a scheduled night shift prior to or an evening shift following a negotiation, conciliation or arbitration meeting or hearing, and they shall not suffer any loss of their regular straight time earnings for work for which they were scheduled on day(s). It is expected employees will continue to co-operate in working scheduled day shift hours as required, before and after any such meetings.
- 7:07 Should a committeeperson be required to attend negotiations for the renewal of this Collective Agreement on a scheduled day off, the committeeperson shall receive an alternate day off without pay as scheduled by mutual consent.

7:08 Local Bargaining Committee

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

7:09 Central Negotiating Committee

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

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

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

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

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be one (1) from each defined participating bargaining unit.

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

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitral. Timelines in this Article may be extended by the mutual agreement of the parties in writing.

8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the Department Manager the opportunity of addressing the complaint. If an employee has a complaint, such complaint shall be discussed with the Department Manager within ten (10) calendar days after the circumstances giving rise to the complaint 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 Department Manager are unable to resolve the complaint to their mutual satisfaction within seven (7) calendar days, the employee may proceed with the grievance procedure within seven (7) calendar days.

8:03 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 One, the grievance may be submitted to the Director of Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s), if the Union opts to include the 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 Employer at this stage if desired. The Director of Human Resources or designate shall give written response 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 Two is given. If no written request for arbitration is received within the fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

#### 8:04 Policy Grievance

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

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

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

#### 8:05 Discharge/Discipline 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.

Immediately prior to the discipline meeting, the Employer will provide the Union Representative with notification of the impending discipline. In all cases of suspension or discharge, a Union Committeeperson will be present, unless that right is waived by the employee, in writing, in the presence of Union representation.

Letters of Discipline shall be removed from the employee's file after a period of eighteen (18) months, providing that the employee has a clear record during this eighteen (18) month period.

#### 8:06 Group Grievance

Where two (2) 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 (1) grievance subject to all applicable provisions under the grievance procedure.

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee(s) involved.

#### 8:07 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 will agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the Mediator may be referred to arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8:08 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of any necessary witness(es).

## **ARTICLE 9 - ARBITRATION**

9:01 The parties agree that a Sole Arbitrator shall resolve grievances that have been processed to arbitration in accordance with this Article.

9:02 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 the Employer's last decision.

9:03 The notice shall contain a list of three (3) suggested Arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one (1) 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.

9:04 No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.

9:05 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.

9:06 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*.

9:07 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 10 - PROBATIONARY EMPLOYEES**

10:01 All employees hired or rehired shall serve as probationary employees until they have completed a total of fifty (50) working days of service for full time employees, or for part time employees, a total of four hundred (400) hours or six (6) months, whichever comes first. Once the employee has completed their probationary period, their name shall be placed on the appropriate seniority list and their seniority shall date back to the date of hire. The release of a probationary employee will not be subject to the grievance procedure. The Employer may request in writing, that the Union Chairperson agree to extend the probationary period for an additional two hundred (200) hours. The agreement of the Union Chairperson shall not be unreasonably withheld.

## **ARTICLE 11 - SENIORITY**

- 11:01 Seniority is the length of continuous service in the bargaining unit since date of last hire.
- 11:02 The Employer shall maintain separate seniority lists for full time employees and a seniority list for part time employees. Up to date bargaining unit seniority lists for full time employees and for part time employees will be forwarded to the Union Chairperson on January 15th and July 15th of each year.
- 11:03 The employment and seniority rights of an employee may be terminated for the following reasons:
- a) voluntary resignation or retirement;
  - b) discharge for cause which is not changed or modified by the grievance or discharge procedure;
  - c) layoff in excess of thirty-six (36) months;
  - d) failure to signify intention to return to work within five (5) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address according to the records of the Hospital, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit their claim to re-employment;
  - e) absence from work without leave of absence being granted by, or an explanation being given, satisfactory to the Hospital, for an absence of three (3) consecutive working days.
- 11:04 In the event that a full time employee should become a part time employee, such employee's name will be removed from the full time employees' seniority list and will be added to the part time employees' seniority list. Such employee shall carry with them all accumulated seniority to the date of them becoming a part time employee and their seniority date on the part time employees' seniority list shall be converted from the seniority date to seniority hours using the formula of 1950 hours per year worked.
- 11:05 In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employees' seniority list and will be added to the full time employees' seniority list. Such employee shall be credited with all their accrued seniority to the date of them becoming a full time employee and their seniority date on the part time seniority list shall be converted from the seniority date to seniority hours of them becoming full time, in accordance with the following formula:
- The number of hours worked since date of employment divided by 1725 = years of full time seniority.

Such employee will be given a seniority date on the full time employees' seniority list which will reflect the amount of their full time seniority determined in accordance with the foregoing formula.

- 11:06 If at any time the seniority of a part time employee is to be compared to the seniority of a full time employee for any reason, a part time employee's seniority shall be converted to the equivalent full time seniority date as per Article 11:05 hereof.
- 11:07 It is the employee's responsibility to ensure that their home address and telephone number are current. If the employee cannot be reached at the given number or address, the Hospital will not be held responsible.
- 11:08 Job Descriptions

For information purposes only, the Employer will provide the Union Chairperson with copies of all current job descriptions under the scope of this Agreement. The Employer will also advise the Union of any changes being made to said job descriptions.

## **ARTICLE 12 - JOB POSTING**

- 12:01 In the event new jobs are created or permanent or temporary vacancies of greater than three (3) months' duration occur in existing job classifications within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) consecutive calendar days on the Hospital's Intranet in order to allow bargaining unit employees to apply. The posting shall stipulate the qualifications, classification, duration of the vacancy if not a permanent vacancy, and the department concerned. The Employer shall provide the Union Chairperson with both a copy of each job posting and notice of the successful applicant. In filling jobs under this Article, the senior applicant able to perform the normal requirements of the job will be given up to thirty (30) working days to work at the job to determine their ability to perform the work required. If the most senior employee initially selected to fill the vacancy is unable to demonstrate such ability or desires to return to their previous position during the trial period, they shall be entitled to return to their previous position, and the next most senior applicant awarded the posting is subject to the process set out above. A position is considered vacant when an employee provides their Director with written notice that they are vacating their position, either temporarily or permanently. A posting will be made according to Article 12 - Job Posting.
- 12:02 A vacancy created by the transfer of the successful applicant, if required to be filled by the Hospital, will be posted. Subsequent vacancies, if any, will not be posted.
- 12:03 Temporary vacancies expected to last a minimum of three (3) months will be posted. An employee selected to fill the temporary vacancy shall not bid on any subsequent temporary vacancy for the duration of their assignment. The employee selected for a temporary vacancy may have their employment extended. Extension may be offered up to a maximum period of six (6) months. For clarification purposes, this clause applies when the Employer has appropriate documentation to support the absences of the employee who holds the position will be longer than three (3) months.
- 12:04 With the knowledge of the Union Chairperson, the vacancy may be filled temporarily by the Employer during the job posting period until the successful applicant is transferred into the job.

12:05 Successful internal candidates for job postings will be posted on the Intranet no later than fifteen (15) business days from the date the posting came down. Where this is not possible, the Union Chairperson will be notified of the reason for the delay.

The Employer will move employees who have been selected for positions in accordance with Article 12 into their positions within forty-five (45) days of their selection for the position. In exceptional circumstances where this is not possible, the Union Chairperson will be notified of the reason of the delay.

## **ARTICLE 13 - LAYOFF AND RECALL**

### 13:01 Alternative Measures

The parties agree that, in the event of a proposed layoff of a long term or permanent nature, prior to issuing any layoff notices, the parties will meet to consider alternative measures. Such alternative measures may include in addition to early retirement options provided for in this Agreement, severance packages for employees not eligible for early retirement under H.O.O.P.P. The Hospital will provide sufficient details and allow a reasonable time of approximately two (2) weeks for both the Union and affected employees to consider options before any layoff notices are issued.

### 13:02 Notice of Layoff

- (a) In the event of a proposed layoff at the Hospital of a permanent or long term nature (six (6) months or longer) within the bargaining unit, the Hospital shall:
  - i) provide the Union with no less than five (5) months written notice of the proposed layoff; and
  - ii) provide to the affected employee(s), no less than five (5) months written notice of layoff, or pay in lieu thereof.

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

- (b) In the event of layoff, the Employer shall layoff probationary employees first, and then employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

### 13:03 Early Retirement

- i) Prior to issuing notice of long term or permanent layoff to employees, the Hospital will first offer early retirement allowances to a sufficient number of employees eligible for early retirement under H.O.O.P.P. in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff, provided that the Hospital will not be required to hire a new employee from outside of the

bargaining unit to replace an employee who accepts such an early retirement package.

- ii) An employee who elects the early retirement option shall receive two (2) weeks salary per year of service plus a pro-rated amount for any partial year to a maximum of fifty-two (52) weeks' pay. In addition, full time employees will receive one thousand dollars (\$1,000.00) per year for each year under age sixty-five (65) to a maximum of five thousand dollars (\$5,000.00).
- iii) The Hospital shall provide Health and Welfare coverage to age sixty-five (65) for those employees who retire early on the same basis as active employees. The retired employee's share of premiums, if any, shall be paid by post-dated cheques as arranged by the Hospital.

#### 13:04 Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

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

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

#### 13:05 Severance

An employee in receipt of layoff notice of a permanent or long term nature may resign within thirty (30) days, forfeiting the right to notice and to recall. Such employee shall receive a severance payment of two (2) weeks' salary per year of service plus a pro-rated amount for any partial year to a maximum of twenty-six (26) weeks' pay. An employee who resigns in accordance with this provision within twelve (12) months of their resignation

shall be reimbursed up to three thousand dollars (\$3,000.00) upon production of receipts from an approved educational program.

Later than thirty (30) days service is two (2) weeks per year \$1,250.00 tuition.

13:06 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) exercise early retirement or severance option in accordance with this Agreement;
- (c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the classification without training other than orientation. Such employee so displaced shall be laid off subject to the rights under this section. For the purposes of the operation of this clause, an identical-paying classification is one where the straight-time hourly rate at the level of service corresponding to that of the employee is within seven percent (7%) of the laid off employee's straight-time hourly rate.

The decision of the employee to choose (a), (b) or (c) above shall be given in writing to the Hospital within seven (7) working days (excluding Saturday, Sunday and holidays) following the notification of layoff. Employees failing to do so shall be deemed to have accepted layoff.

13:07 An employee shall be recalled from a layoff to available openings before such opening is filled on a regular basis under a job posting procedure. Such recall shall be on the basis of his bargaining unit seniority, provided he then has the ability to perform the available work.

13:08 In determining the ability of an employee to perform the work for the purposes of layoff and displacement, the employer shall not act in an arbitrary manner.

13:09 An employee recalled or displaced to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within twelve (12) months of being recalled or displaced.

13:10 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the employer of their intention to do so, in accordance with sub-Article 13:11 below, or have been found unable to perform the work available.

13:11 It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

- 13:12 In the event that a layoff commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- 13:13 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

#### **ARTICLE 14 - JOB TRANSFERS**

- 14:01 When an employee is transferred at their own request, or by the Hospital, so as to avoid laying them off, then the employee shall immediately be paid the starting rate of the classification to which they are transferred and shall progress within the scale for that job classification according to the length of service within the classification subsequent to the date of transfer. Provided that if the employee so transferred has, in the judgment of the Employer, the experience or qualifications necessary to perform satisfactorily the work in the job classification to which they have been transferred, they shall immediately progress in the scale for such job classification to the same position they held in the scale of the job classification from which they were transferred.
- 14:02 When an employee is transferred from a higher rated job classification to a lower job classification for the convenience of the Hospital and the ease of its operations, they shall continue to be paid as though they were employed in the job classification in which they were previously working, unless the final rate in the new classification is higher than in the former classification, in which case the employee shall retain their attained rate, but progress in the wage scale according to length of service in the new classification.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

##### 15:01 Personal Leave

- (a) The Hospital may grant a leave of absence without pay and without loss of seniority 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.

##### 15:02 Pregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act, 1990*, as amended.

- (b) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1984*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their 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 they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- (c) The employee shall give their Employer four (4) weeks' notice in writing prior to the day upon which they intend to commence their leave of absence and shall furnish their Employer with the certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur in their opinion.
- (d) Seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for full time employees for a period of up to seventeen (17) weeks while a full time employee is on pregnancy leave. A part time employee shall accumulate service and seniority for the initial seventeen (17) weeks from the commencement of the leave while a part time employee is on pregnancy leave. Accumulation shall be on the basis of what the employee's normal regular hours of work would have been.
- (e) The employee shall reconfirm their intention to return to work on the date originally provided to the Hospital in (c) above by written notification received by the Hospital at least two (2) weeks in advance thereof. The employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

#### 15:03 Parental Leave

- (a) The Employer will comply with the Parental Leave provisions of the *Employment Standards Act, 2000* as amended from time to time.
- (b) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee commencing parental leave after such date, as provided under this Agreement who is in receipt of Employment Insurance parental benefits

pursuant to Section 22 of the *Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits, and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual severance pay benefits are not reduced or increased by payments received under the plan.

- (c) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.
- (d) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time.
- (e) The employee shall give written notification one (1) month prior to the commencement of the leave of their request for leave together with their expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

An employee who is an adoptive parent may extend the parental leave to a maximum total of six (6) months by giving the Employer written notice at least two (2) weeks prior to the termination of the initially approved leave.

The employee shall reconfirm their intention to return to work on the date originally provided to the Hospital in (e) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

The employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

- (f) Seniority and service will accrue and the Hospital will continue to pay the premium for benefit plans for full time employees for a period of up to thirty-five (35) or thirty-seven (37) weeks while a full time employee is on parental leave.
- (g) A part time employee shall accumulate service and seniority for the initial thirty-five (35) or thirty-seven (37) weeks from the commencement of the leave while a part time employee is on parental leave. Accumulation shall be on the basis of what the employee's normal regular hours of work would have been.

15:04 Jury & Witness Duty

If an employee is required to serve as a juror or attend jury selection proceedings in any matter, is subpoenaed as a witness or to attend court in a case where the Crown is a party, and notifies the Employer immediately on an employee's notification of their requirements 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 their 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 (1) of the weekend days of their choice if only one (1) scheduled day off was lost because of such jury duty. Such change in schedule will not result in premium payment.

15:05 Union Leave

Leave of absence without pay will be granted to employee(s) appointed or selected to attend such Union function as conventions, seminars and educational classes for periods not exceeding in the aggregate ten (10) working days in any one (1) calendar year, provided that requests for such leave shall be made by the Union to the Employer in writing not less than fourteen (14) days prior to the commencement of such leave. The Employer agrees to continue such employee's wages during such leave of absence and the Union shall reimburse the Employer for the total cost of such wages.

15:06 If required by the Employer, all employees shall be entitled to a leave of absence without loss of earnings from regularly scheduled hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to acquire, maintain or upgrade their employment qualifications. All employees shall be further entitled to a leave of absence without pay for the purpose of further education related to their employment. Such requests may be granted on written application. Where employees are required by the employer to take such courses to maintain, upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

15:07 Pre-Paid Leave Plan

Effective April 1, 1991, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The Plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be two (2) from the combined full time and part time bargaining units. The year for purposes of the program shall be September 1 of one year to August 31 the following year, or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty (20) per cent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of

withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.

- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement shall include:
  - i) a statement that the employee is entering the pre-paid leave program in accordance with Article 15:07 of the Collective Agreement;
  - ii) the period of salary deferral and the period for which the leave is requested;
  - iii) the manner in which the deferred salary is to be held. The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

15:08 Any employee who uses any leave of absence other than for the purpose for which the leave was granted, will lose all seniority and employment unless prior permission has been received from the Employer.

15:09 An employee elected or appointed to hold office with Unifor, Local 2458, and who is required to be absent from work on account of said office, shall at the written request of the Union be granted sufficient time on leave of absence as required. Employees shall continue to accrue seniority and benefits. The Employer agrees to continue such employee's wages during such leave of absence. Such wages shall then be reimbursed by the Union to the Employer.

15:10 Any employee elected or appointed to a full time position in the Local or National Union, Unifor, will be granted a leave of absence by the Employer for up to three (3) years. Such three (3) year period may be extended by agreement of the parties. Where orientation is required upon any such employee's return to work, the Union will be responsible for the cost of such employee's wage and benefits for up to one (1) week upon their return to work provided such employee is scheduled in addition to the regular complement of staff for the purpose of orientation.

15:11 Paid Education Leave

The Employer agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of ratification, and sent to the following address:

*Unifor Paid Education Leave Program  
Unifor  
115 Gordon Baker Road  
Toronto, ON M2H 0A8*

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Paid leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

The Employer finally agrees to provide documentation to the PEL Program regarding the number of workers and total hours worked with each payment; this information will also be forwarded to the Chairperson of the Unifor bargaining unit.

15:12 Family Medical Leave will be granted in accordance with the provisions of the *Employment Standards Act, Ontario, 2000*, as amended.

15:13 Personal Emergency Leave will be granted in accordance with the provisions of the *Employment Standards Act, Ontario, 2000*, as amended.

## **ARTICLE 16 - WAGES**

16:01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedules "A" and "B" attached hereto which are hereby made a part of this Agreement.

16:02 The pay days shall be every second Thursday and the wages shall be deposited to any Bank, Trust Company or Credit Union as directed by the employee. Pay records shall be provided by the Employer to the employee on Thursday, pay day. Any error made by the Employer in computing wages, in an amount equal to one (1) day's wage or more, shall be corrected on the next business day following notice to the Employer. Amounts less than one (1) day's wage shall be applied to the following pay.

16:03 The calculation of service for part time employees for the purpose of movement on the scale of wages as set out in Schedule "A" shall be based on the formula as provided in Article 11:05.

16:04 Where a worker is required to maintain in good standing a registration, certification, license, or other credential(s) as a condition of employment, the Hospital retains the right to request proof of same, as required by the Hospital from time to time. Failure to provide proof of good standing in a timely manner may result in the worker being placed on an unpaid leave of absence pending further investigation by the Hospital. Where a worker's good standing has been revoked as a result of personal or professional misconduct, disciplinary action may result, up to and including termination of employment. Reinstatement of employment and/or status will be effective the first pay period following the date of presentation of proof of registration in good standing.

a) This clause is effective and applicable to all workers newly hired beginning April 2, 2021.

b) An R.P.N. is required to maintain registration in good standing with the College of Nurses of Ontario.

16:05 Portability of Service

An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be placed on that step of the wage scale consistent with one (1) years' service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

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

17:01 The working day for all employees covered by this Agreement shall consist of seven and one-half (7.5) hours, excluding meal periods, which shall be continuous and uninterrupted for a period of one-half (0.5) hour each. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift for any period. The work week shall commence at 0001 on Monday of each week.

If an employee is authorized to work through their lunch period, they will be paid at a rate of one and one-half (1.5) the employee's straight time hourly rate of pay for their lunch period.

17:02 The work week for all full time employees over a two (2) week cycle shall be an average of thirty-seven and one-half (37.5) hours with an average of five (5) working days per work week.

17:03 (a) All employees who have scheduled shifts of five (5) hours duration or more will be allowed two (2) paid rest periods per day of fifteen (15) minutes duration each.

The first rest period will be taken within the first three (3) hours of the shift, the second will be taken before the end of the shift.

(b) All employees who are scheduled shifts less than five (5) hours will be entitled to a fifteen (15) minute paid rest period.

(c) This Article will not change the current scheduled breaks and lunch of the seven and one-half (7.5) hour shift.

(d) This Article will not be used to reduce shift hours.

17:04 (i) The parties agree there will be no pyramiding of overtime.

(ii) Authorized work performed in excess of seventy-five (75) hours in a bi-weekly pay period, seven and one-half (7.5) in a day, or during an employee's scheduled time off, will be paid for at the rate of time and one-half (1.5) an employee's regular rate of pay unless otherwise agreed by the parties.

- 17:05 The Employer undertakes and agrees that employees shall not be required to take time off in lieu of pay, for the overtime worked, unless mutually agreed between the employee and the Hospital.

In Lieu of Overtime

Employees may elect to bank overtime rather than receiving overtime pay, must make this choice at the time of working on the approved overtime. Only overtime hours may be banked. Accumulated time shall not exceed forty-five (45) total hours; all hours in excess of forty-five (45) hours will be paid to the employee in the pay period earned. Accumulated time may be used throughout the fiscal year, any overtime not used by the last pay period in March will be paid out to the employee on the last pay in March of the current fiscal year.

- 17:06 It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital. Employees will not be required to work more than seven (7) consecutive days, and in such an event, two (2) consecutive days off shall be granted.

- 17:07 The Employer shall ensure each employee is scheduled off every third weekend. Should an employee be required to work three (3) or more weekends in succession, they shall be paid at the rate of time and one-half (1.5) for the third and subsequent weekends until a weekend off is scheduled save and except where the weekend was worked as a result of a request for shift exchange. This clause is not applicable to employees who request weekend work.

- (a) For the purpose of scheduling only, an employee will be considered to have worked a weekend when one (1) of their shifts commences between 1500 hours Friday and 2200 hours Sunday night.

- 17:08 All employees shall be granted a minimum of sixteen (16) hours off between shifts. In the event that the Hospital fails to schedule sixteen (16) consecutive hours off when hours of duty are changed, any employee so affected, will in such event, be paid premium pay calculated at the rate of one and one-half (1.5) times their regular straight time rate of pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off.

Notwithstanding the language above, R.P.N.'s working in the South Huron Medical Centre will be granted a minimum of twelve (12) hours off between shifts.

Forty-eight (48) hours off between shifts going from night to day shift (Nursing).

Employees will have the right to waive the sixteen (16) hours off between shifts clause.

- 17:09 (a) The Employer will develop a six (6) week work schedule for all employees in each department and will post the schedule at least two (2) weeks prior to the start of the schedule. Should an employee wish to change their days on the schedule, the employee, whenever possible shall advise their Leader in writing at least two (2)

full weeks in advance of the schedule being posted. The request will be answered by the Leader in writing within three (3) working days. It is expected that all full time and part time employees will rotate through shifts as required by the Employer to meet its obligations to the public.

The Employer will endeavor to post the Christmas schedule by November 15th and no later than November 30th.

- (b) When a part time employee leaves, the Hospital will determine what shifts, if any, will be distributed to existing part time employees based upon their seniority.

#### 17:10 Equalization of Hours for Part Time Employees

It is agreed that available hours of work within a classification, within a Department, shall be equally scheduled among the part time employees of that classification. It is understood that the intent of this provision is not to reduce the hours of current part time workers through the hiring of additional part time workers. However, the Hospital reserves the right to manage the efficiency of the workforce and the operation of the Hospital and to staff the Hospital accordingly.

17:11 Hours shall be equalized over the duration of the six (6) week schedule.

17:12 Restrictions applicable to Equalization of Hours include the following:

- a) Shifts will be distributed as equitably as possible under the circumstances. Where an unequal number of shifts are available, the additional remaining shifts shall be distributed accordingly to seniority.
- b) Shifts offered but declined are counted towards Equalization, except where the employee is exercising rights expressed elsewhere in this Collective Agreement, e.g. weekend provisions, time off between shifts, overtime provisions, etc.
- c) Sick days and approved vacation days are a restriction. Despite this, employees may "top up" to a maximum of seventy-five (75) hours in a pay period using vacation time, lieu time, or other banked time.

17:13 Notwithstanding the above language, Equalization of Hours will be applicable only to those Departments listed in Appendix "A". Those Departments not listed in Appendix "A" will be scheduled according to seniority.

17:14 Those employees working the shift when the change from daylight savings to standard time, or vice versa, occurs, shall be paid straight time for the exact number of hours worked during the shift, with a minimum of seven and one-half (7.5) hours' pay.

17:15 Each employee shall conform to the timekeeping requirements of the Hospital. Failure to do so may be a cause for disciplinary action.

17:16 The Employer agrees to allow employees to change shifts (both hours of work and days off) among themselves, provided they notify the Leader concerned, in writing, at least twenty-four (24) hours in advance, and such notification shall contain the signature of both employees affected. The Employer also agrees that the change of shift can be submitted

via email and must include confirmation of acceptance of the shift exchange by both involved employees. Neither of the employees shall be entitled to overtime pay as a result of such change.

- 17:17 Employees desiring to leave the Hospital premises prior to the normal end of their shift exclusive of meal periods, must obtain permission from their Leader before leaving their work; employees arriving late may be penalized.
- 17:18 Employees who report for work for which they are scheduled but for whom no work is available at their regular job, shall be paid four (4) hours' time at their regular rate of pay. This provision will not apply where the employee has received eight (8) hours prior notice not to report for work.
- 17:19 Any employee who is called in to work a shift, within one (1) hour of the regular starting time for that shift, shall be paid for the full shift, as per the regular time schedule, providing such employee arrives for work within one (1) hour of the call-in.
- 17:20 The Employer agrees to pay a standby allowance of three dollars (\$3.00) per hour to employees required to take standby. Employees shall be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked during such standby, with a minimum of four (4) hours. If an employee is called in to work during the period they are on standby, standby pay will not be paid for the duration for which call-in pay is paid.
- 17:21 If an employee is required to work on a higher rated job, they will be paid the higher rate of pay applicable to such higher job, after the completion of five (5) days, or the equivalent hours on the higher rated job. It is understood by the parties hereto that once an employee has completed five (5) days or the equivalent hours at any time during the current/previous contract, they will be paid from the first hour if they are required to work on a higher rated job at the higher rates of pay.
- 17:22 In the event that a new classification is created, the Employer agrees to meet with the Union Chairperson or designate to discuss the job content and the wage rate for such classification no later than seven (7) business days prior to the position being implemented.
- 17:23 Employees unable to report for scheduled shifts due to illness or other reason will endeavor to contact the Hospital at least three (3) hours in advance of the start of their shift, or one (1) hour in the case of the day shift.
- 17:24 Employees required by the Hospital to attend an in-service meeting outside their normal working hours shall receive a minimum of one (1) hour's pay.
- 17:25 Additional shifts that become available after the schedule is posted will be first offered in non-premium situations in the following manner to:
- a) part time employees in the home department, on the basis of seniority who have indicated they are available for additional shifts;
  - b) part time employees from other departments who have the skill and ability to perform the required duties, and have indicated an interest in the work available.

Employees who wish to be considered for additional shifts must indicate their availability for additional shifts in a manner prescribed by the Hospital.

A shift will be deemed offered whenever a call is placed.

Once the Hospital has decided to schedule or call in an employee and have exhausted all regular and casual part time in a non-premium pay situation, the hours will then be offered to employees in the same classification who possess the required skill and ability, and who are in a premium pay situation in the following manner:

- a) All full time employees in the department based on rotating seniority.
- b) All part time employees in the department based on rotating seniority.

Notwithstanding the above, where a full time or part time employee had their shift cancelled and a need arises whereby the Hospital intended to call in an employee for the same shift, in the same classification, the employee who has had their shift cancelled will be given first opportunity to work that call-in shift provided they possess the required skill and ability for the shift being offered.

If the Employer has over forty-eight (48) hours' notice to fill replacement hours, then the Employer shall allow one (1) hour for affected employees to return the Employer's call. Where less than forty-eight (48) hours' notice is received to fill replacement hours, no time limit shall apply for employees to return calls.

17:26 The Employer will schedule all part time employees based on their seniority. The seniority list to be used at the time of scheduling will be the most recent posted bi-annually.

## **ARTICLE 18 - STATUTORY HOLIDAYS**

18:01 The recognized holidays without loss of pay for this Agreement shall be:

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

If an employee is called in to work on a holiday, they will receive pay at the rate of two (2) times the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay.

18:02 If any employee within the bargaining unit is scheduled to work on any paid holiday, and qualifies as per 18:03 may elect either:

- a) pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or

- b) pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for work performed on such holiday, and an alternative day off with pay within the period thirty (30) days prior to and forty-five (45) days following the holiday. The Hospital will endeavor to grant such day off as is mutually agreed upon between the Leader and the employee concerned.
- c) A full time employee may notify the Administrator that they desire to accumulate up to three (3) paid holidays in order to increase their annual vacation or take as floaters.

18:03 Statutory Holidays

- a) (Applies to full time only) To qualify for consideration as above, the employee must work their regularly scheduled shift immediately preceding and succeeding the holiday, except where the employee is absent from work for a period of two (2) or more months.

Unless excused by the Employer or the employee was absent due to:

- i) Legitimate illness or accident (at the Employer's discretion medical documentation may be required);
  - ii) Vacation granted by the Employer;
  - iii) The employee's regular scheduled day off;
  - iv) A paid leave of absence, provided the employee is not otherwise compensated for the holiday.
- b) Employees who are scheduled to work the Saturday and Sunday of a holiday weekend, will be scheduled for the holiday shift(s) associated with the weekend.

Furthermore, employees scheduled off the Saturday and Sunday of the holiday weekend will be scheduled off for the holiday shift(s). If more than one (1) employee qualifies for the shift on the holiday, seniority will be the deciding factor.

18:04 If any of the above-named holidays occurs on an employee's regular day off, or during their vacation period, the employee will receive an additional day off with pay or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Administrator.

18:05 An employee who is not required to work on any holiday designated in 18:01, will suffer no loss of basic pay providing they qualify as in 18:03. Such day shall count as seven and one-half (7.5) hours of work for the purpose of computing overtime.

18:06 No employee will be required to work both Christmas and New Year's Days, unless they file a written request to do so by October 1st. The Hospital will ensure that each employee will have either Christmas or New Year's Day off and shall have a minimum of four (4) days off in connection with such holiday, unless the employee requests in writing otherwise. In order to achieve this, the normal scheduling provisions will be waived between December 15 and January 15.

On or about October 1 of each year, the Hospital shall post a Christmas and New Year's preference sheet and each employee in the department shall indicate their preference of holiday time to be scheduled off. The preference sheet shall be removed by October 15, and by November 15, and no later November 30th the Hospital shall post the approved Christmas and New Year's schedule, taking into account as much as possible employee preferences. Where more than one employee in the department has indicated the same holiday time off, preference will be given to the employee who worked the holiday in the preceding year given the expectation to work alternating holidays in alternating years.

Each R.P.N. shall be scheduled at least five (5) days off at either Christmas or New Year's unless otherwise requested by the R.P.N.

Christmas shall be defined as Christmas Eve, Christmas Day and Boxing Day. New Year's shall be defined as New Year's Eve and New Year's Day and shall include all hours after 0700 December 24 or all hours after December 31.

The preference sheet shall be removed by October 15 and by November 15, the Hospital shall post the approved Christmas and New Year's schedule taking into account as much as possible the R.P.N.'s preference.

Where more R.P.N.s have indicated the same holiday time off than the Hospital can reasonably grant, preference will be given to the R.P.N. who worked the preceding year and the expectation to work alternating holiday in alternating years.

Vacation requests between December 15 and January 15 will be considered on an individual basis providing it does not interfere with time off of other employees over the Christmas and New Year's period, proving the employee is available to work either Christmas or New Year's as defined and providing it does not interfere with the efficient operation of the Hospital.

18:07 Employees requesting vacation to be scheduled between December 15 and January 15 shall not have such request unreasonably denied provided they are available to work either the Christmas or New Year's Day as in Article 18:06 subject to staffing requirements and the contingencies of patient care.

18:08 An employee shall request in writing their float holiday. The employee shall give a minimum of two (2) weeks' notice. The requested day off must be acceptable to the Hospital. Float holidays shall not accrue from year to year.

## **ARTICLE 19 - VACATIONS**

19:01 a) For the purpose of calculating vacation entitlement, the vacation year shall be deemed to commence April 1st of each year and to end March 31st of the following year.

(i) Vacation time is eligible for use in the year that it is earned. The Employer will indicate on each employee's pay stub, the amount of vacation time that is currently available to be used by the employee. For the purpose of clarification, vacation time is not accrued in one (1) fiscal year (April 1 - March 31) to be used in the following fiscal year.

Accumulation of up to ten (10) vacation days from one (1) vacation year to the next shall be permitted.

- b) It is understood a vacation week is defined as five (5) days' vacation plus two (2) days unpaid, for a total of seven (7) calendar days.
- 19:02 A full time employee covered by this Agreement who has been continuously employed for less than twelve (12) months as of March 31st of the current vacation year, shall receive one (1) days' vacation with pay for each majority month worked during the period from the employee's start date with the Employer to the following March 31st (up to a maximum of nine (9) working days with pay). Each day that they receive, pursuant to the prior sentence, will be deposited into their vacation bank and is eligible to be used in the fiscal year (fiscal year April 1 to March 31) in which it is received. They shall receive as vacation pay their daily rate of pay for the classification and pay level to which they are regularly assigned at the time of their vacation.
- 19:03 A full time employee who has been continuously employed for one (1) year but less than three (3) years as of March 31st in any year, shall be entitled to three (3) weeks' vacation based upon their regular straight time rate of pay at the time of their vacation.
- 19:04 A full time employee who has been continuously employed for three (3) years but less than eleven (11) years as of March 31st of any year shall be entitled to four (4) weeks' vacation based upon their regular straight time rate of pay at the time of their vacation.
- 19:05 A full time employee who has been continuously employed for eleven (11) years but less than eighteen (18) years as of March 31st of any year shall be entitled to five (5) weeks' vacation based upon their regular straight time rate of pay at the time of their vacation.
- 19:06 A full time employee who has been continuously employed eighteen (18) years but less than twenty-six (26) as of March 31st of any year shall be entitled to six (6) weeks' vacation based upon their regular straight time rate of pay at the time of their vacation.
- 19:07 A full time employee who has been continuously employed for twenty-six (26) years or more as of March 31st of any year shall be entitled to seven (7) weeks' vacation based upon their regular straight time rate of pay at the time of their vacation.
- 19:08 Should a full time employee qualify for an additional week's vacation between April 15th and September 30th inclusive, such additional week shall be granted in accordance with Article 19:10.
- 19:09 All part time employees shall be entitled to vacation pay as follows:
- a) Less than one (1) year service as of March 31st - four percent (4%) of all monies earned during the vacation year.
  - b) One (1) year of service but less than three (3) years of service as of March 31st - six percent (6%) of all monies earned during the vacation year.
  - c) More than three (3) years of service but less than thirteen (13) years of service as of March 31st - eight percent (8%) of all monies earned during the vacation year.

- d) More than thirteen (13) years of service but less than eighteen (18) years of service as of March 31st - ten percent (10%) of all monies earned during the vacation year.
- e) More than eighteen (18) years of service but less than twenty-six (26) as of March 31st - twelve percent (12%) of all monies earned during the vacation year.
- f) More than twenty-six (26) years of service as of March 31st - fourteen percent (14%) of all monies earned during the vacation year.

Vacation pay entitlement for part time employees will be paid on a bi-weekly basis.

For new part time staff hired from April 15th, 1986 onward, one (1) year of service, for vacation entitlement purposes, is obtained when an employee works one thousand five hundred (1500) hours.

19:10 Choice of vacation periods shall be granted to employees on the basis of seniority except where the period requested would be detrimental to the operation of the Hospital.

19:11 The Employer may recover any vacation with pay taken but not earned.

19:12 For the purpose of this Article, "continuous service" shall mean unbroken employment and shall include:

- 1) approved leave of absence for not more than one (1) month;
- 2) absence because of illness or injury for not more than six (6) months in any Union Agreement year;
- 3) scheduled days off;
- 4) vacation and statutory holidays;
- 5) layoffs not exceeding a total of one (1) month in any Union Agreement year,
- 6) suspension for five (5) working days or less.

19:13 All normal deductions made from employee's pay will be made from the vacation pay and the vacation pay cheque will be given along with the employee's last regular cheque prior to vacation if the employee so requests. All such requests must be made in writing three (3) weeks in advance of scheduled vacation.

19:14 Employees shall request in writing their choice of vacation period to their leader no later than March 1st. By March 31st, approved vacation schedules will be posted in each department.

19:15 Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall also prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been granted.

19:16 Employees wishing to split their vacation shall be allowed to take up to ten (10) vacation days in units of one (1) or two (2) days as mutually agreed. Split vacation days referred to

above may only involve two (2) weekends. All remaining vacation shall be scheduled in blocks of five (5) days or more at a time.

19:17 An employee who terminates for any reason shall receive any outstanding vacation pay due to them as per Article 19 hereof, at the date of termination.

19:18 For the purpose of this Article, gross earnings is defined as all earnings received in the preceding twelve (12) months.

19:19 Where an employee's scheduled vacation is interrupted due to illness, the duration of such illness shall be considered as sick time and any unused vacation shall be rescheduled in accordance with the collective agreement.

The employee is responsible for notifying their leader of such illness when it occurs and shall provide a letter from the attending physician stating the reason and duration of such illness.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

20:01 a) When a death occurs of an employee's spouse, common law spouse, child, or step child, they shall be granted not more than five (5) working days' leave of absence from their employment without loss of pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral.

b) When a death occurs in the immediate family of a regular employee, they shall be granted not more than four (4) working days leave of absence from their employment without loss of pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of their immediately family.

"Immediate family" is defined as: mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandmother, grandfather of both employee or spouse, step parent, step brother, step sister.

c) In the event of the death of an employee's aunt, uncle, niece or nephew, the employee will be allowed one scheduled day's pay.

20:02 It is agreed that one (1) of the bereavement days may be used as a memorial day at another time.

## **ARTICLE 21 - HEALTH AND WELFARE**

21:01 The Employer shall pay one hundred percent (100%) of the additional cost of semi-private coverage.

21:02 The Hospital shall pay the physician for medical certificates required by the Hospital.

21:03 Life Insurance and Disability Income Plan

Full time employees will be covered by a Life Insurance Policy and Disability Income Policy with the Hospitals of Ontario Disability Income Plan and Group Life Insurance Plan (HOODIP) or equal or superior coverage with another carrier, and the Employer agrees to pay the full premium.

The Employer will advise the Union sixty (60) days in advance of the change in carrier and will meet, if requested, to discuss the change with the Union.

21:04 Prescription Drugs

The Employer agrees to pay one hundred percent (100%) of the billed premium for all full time employees who have completed three (3) months' continuous service and who request coverage under the Manulife Plan for prescription drugs with twenty-two dollars and fifty cents (\$22.50) annual deductible for those declaring themselves as single, or a thirty-five dollar (\$35.00) annual deductible for those declaring themselves as family.

Extended Health Care

The Employer agrees to pay one hundred percent (100%) of the billed premium for an Extended Health Care Plan with a twenty-two dollars and fifty cents (\$22.50) annual deductible co-payment for single for drugs or a thirty-five dollar (\$35.00) for those who declare themselves as family. In addition to the standard benefits, coverage will include hearing aids (maximum five hundred dollars (\$500.00) per person every twenty-four (24) months).

The Employer agrees to pay up to four hundred and fifty dollars (\$450.00) for the cost of a Chiropractor every twelve (12) months.

The Employer agrees to pay up to four hundred and fifty dollars (\$450.00) for the cost of Massage Therapy every twelve (12) months.

Health Spending Account of two hundred dollars (\$200.00).

Mental Health benefit of one thousand dollars (\$1,000.00).

21:05 The Employer will endeavor to provide employees with a complete listing of the current plan within three (3) weeks from the date of change.

21:06 Dental Plan

The Employer agrees to pay seventy-five percent (75%) of the billed premium for all full time employees, who have completed three (3) months continuous service and who request wage under the Manulife Basic Dental Plan #9, or equivalent. The Employer further agrees to update the Plan to reflect the O.D.A. change in each year. Orthodontic coverage 50/50 to a maximum of one thousand five hundred dollars (\$1,500.00) per covered person.

Dental coverage to include equivalent to Blue Cross Rider #2 (complete and partial dentures) at 50/50 co-insurance to one thousand two hundred and fifty dollars (\$1,250.00)

annual maximum, and equivalent to Blue Cross Rider #4 (crowns, bridgework and repairs to same) at 50/50 co-insurance to one thousand five hundred dollars (\$1,500.00) annual maximum.

#### Vision Care Plan

The Employer agrees to pay seventy-five percent (75%) of the billed premium for a Manulife Prescription Vision Care Plan, four hundred and fifty dollars (\$450.00) every twenty-four (24) months, which includes laser surgery and sunglasses. The Employer agrees to pay one hundred and twenty dollars (\$120.00) for the cost of eye exams every twenty-four (24) months.

21:07 With regard to HOODIP a copy of the Plan will be given to each employee upon hire. Additional copies are available from the Payroll Office. Employees are required to join the plan in accordance with conditions as provided by the program and as may be amended from time to time.

#### 21:08 Workplace Safety & Insurance Board

Absence due to workplace illness or injury compensate by the Workplace Safety & Insurance Board shall not be charged against sick leave entitlements.

The Hospital shall provide a copy of the Workplace Safety & Insurance Board Form 7 to the employee at the time of filing it with the Workplace Safety & Insurance Board; likewise, the employees shall provide the Hospital with a copy of the Form 6 at the time of filing it with the Workplace Safety & Insurance Board.

When the Hospital intends to intervene or dispute a Workplace Safety & Insurance Board claim, the Hospital shall notify the employee of its intention immediately.

An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim for Workplace Safety Insurance shall be paid their full sick leave entitlement by the Hospital.

Payment will be provided for a maximum period of fifteen (15) weeks only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking that any payments made by the Hospital will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board.

In the event that the employee's claim for Workplace Safety Insurance is denied, the sick leave entitlement of such employee shall continue.

When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with the employee. The employee will have a Union representative of the bargaining unit to attend the meeting with them. The meeting will occur prior to the employee returning to work and where possible, within five (5) business days of the employee being cleared to return to work. When the terms and conditions of the return to work program have been agreed upon, the Hospital will confirm such terms and conditions to the employee with a copy to the Union Chairperson. When the modification to the position is a modification of hours (in cases where the employee has been off for a period of time and is thus gradually building

their stamina), a return to work meeting will not be required however the plan with a schedule to increase hours will be discussed upon by the employee and communicated to the Local Chairperson and employee in writing.

21:09 While it is understood that the Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided that each of the health care benefits conferred thereby are not decreased; Before making such a substitution, the Hospital shall notify the Union sixty (60) days in advance, to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Hospital shall provide the Union full specification (employee booklet) of the benefit programs contracted for and in effect for employees covered herein.

#### 21:10 Retiree Benefits

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan. Benefits will be provided on the basis of a 75%/25% billed premium split, with the Hospital paying the seventy-five percent (75%) and the employee paying the twenty-five percent (25%) portion. Such benefits will be the same as active employees for semi-private, extended health care and dental benefits.

21:11 The Hospital will continue to pay its share of the premiums of benefits while an employee is in receipt of WSIB benefits, sick leave, including the Employment Insurance period, and LTD benefits.

#### 21:12 Effect of Absence on Benefit Payment

When an employee is not actively at work due to illness or injury, all benefit coverage will continue for not longer than twelve (12) months. The employee is responsible for their portion of the premium payment during this period.

When an employee is not actively at work due to pregnancy or parental leave of absence, all benefit coverage will continue for the period of leave to which the employee is entitled by legislation governing the Employer.

### **ARTICLE 22 - UNIFORM ALLOWANCE**

22:01 The Employer agrees to pay an annual uniform allowance of ten cents (\$0.10) per hour worked to both full time and part time employees who are required to wear a uniform and such uniform is not supplied by the Hospital. The Maintenance Department will be supplied with a uniform by the Hospital. The annual uniform allowance will be paid on the first pay following September 1.

#### 22:02 Safety Footwear Protective Wear

The Employer agrees to provide a footwear allowance of one hundred dollars (\$100.00) for full time employees, as required by the Hospital and fifty dollars (\$50.00) for part time employees, as required by the Hospital. The Employer agrees to pay fifty dollars (\$50.00) per year for slip resistance shoes.

The annual shoe allowance will be paid on the first pay following September 1st.

## **ARTICLE 23 - NO DISCRIMINATION/WORKPLACE HARASSMENT**

### 23:01 (a) No Discrimination

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity, save and except those limitations as set out in the Legislation of the Province of Ontario.

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

### (b) Workplace Harassment

The parties are committed to providing a harassment free workplace. To that end, it is agreed that there will be no discrimination by either party or by any of the members covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. *Ref: Ontario Human Rights Code.*

- (1) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap. *Ref: Ontario Human Rights Code, Sec. 5(2).*
- (2) Every person has a right to be free from:
  - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. *Ref: Ontario Human Rights Code, Sec. 7(3).*
- (3) A member who believes that they have been harassed contrary to this provision, may file a grievance under Article 8 of this Agreement or follow the procedure as outlined in the Hospital Policy Personal and Sexual Harassment. In the alternative an employee may pursue the matter through the Ontario Human Rights Commission.

Note: Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. *Ref: Ontario Human Rights Code, Sec. 10(1).*

The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

## **ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY**

- 24:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 24:02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 24:03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 24:04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.
- 24:05 Meetings shall be held every month or more frequently at the call of the Chairperson if required. The committee shall maintain minutes of all meetings and make the same available for review.
- 24:06 Any representative appointed or selected in accordance with (b) hereof shall serve a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year.
- 24:07 A member of the committee is entitled to one (1) hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to attend committee meetings and such time as is necessary to carry out inspections and investigations in accordance with the provisions of the *Occupational Health and Safety Act*.
- A member of the committee shall be deemed to be at work during the times described herein and shall be paid for those times at the employees regular or premium rate as may be proper in accordance with the *Occupational Health and Safety Act*.
- 24:08 The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 24:09 At no time shall the number of Employer members on the committee be greater than the number of Union members on the committee.
- 24:10 Two (2) Co-Chairpersons shall be elected by and from the members of the committee. One Co-Chair shall be a Union member and the other shall be an Employer representative.

24:11 The committee shall function at all times in accordance with the *Occupational Health and Safety Act* as it may be amended from time to time.

## **ARTICLE 25 - SHIFT/WEEKEND PREMIUM**

### 25:01 Shift Premium

Employees shall receive a shift premium of two dollars and fifty cents (\$2.50) per hour for each shift, which commences at or between 1300 and 2400 hours. Such premium shall not be included in the computation of overtime.

### 25:02 Weekend Premium

An employee shall receive a weekend premium of three dollars (\$3.00) per hour for each hour worked between 1500 hours Friday and 0700 hours, Monday. It is understood that there is no pyramiding of this premium with any other premium (other than shift premium) or payment of wages.

## **ARTICLE 26 - DURATION**

26:01 This Agreement shall continue in effect up to and including the 31st day of March 2027, and shall continue in full force and effect until a new agreement is reached, either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province.

## **ARTICLE 27 - LABOUR/MANAGEMENT COMMITTEE**

27:01 The parties are agreed to the principal of establishing a labour/management committee. Committee meetings will be scheduled every other month in advance for each year of the term of the Agreement. It is agreed that scheduling is a proper subject matter to be dealt with by the labour/management committee.

27:02 The parties agree to meet to discuss the scope of practice and utilization of Registered Practical Nurses at regularly scheduled Labour/Management meetings or at the request of the Employer or the Union.

## **ARTICLE 28 - RETROACTIVITY**

- 28:01 a) The Employer will calculate the amount of the applicable taxes associated with retroactive payments separate from an employee's regular pay tax implications. The Employer will only issue one (1) cheque in any case, and supply clarification.
- b) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of the expiry date of the Agreement and to all new employees hired since that date on the basis of the agreed or arbitrated wage rates. Retroactivity will be paid within four (4) pay periods of the Employer being notified of ratification/arbitration award.

- c) If an employee shall have terminated their employment since the expiry date of the Agreement, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to them. Retroactivity will be paid within four (4) pay periods of the employee making such claim.

## **ARTICLE 29 - PENSION**

### **29:01 Healthcare of Ontario Pension Plan (HOOPP)**

Employees shall enroll in the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.

## **ARTICLE 30 - TECHNOLOGICAL CHANGE**

30:01 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.

30:02 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 31 - JOB SHARE**

31:01 If the Employer agrees to a job sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees in the same job classification and their Department Manager or delegate.
- (c) The employees involved in a job sharing arrangement will be classified as part time and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this Article.

- (d) Each job sharer may exchange shifts with their partner as well as with other employee in the same classification who has the skill and ability to complete the job requirements for the shift in question.
- (e) Both job share partners will be placed at the bottom of the call-in list. Part time called first, full time called last.
- (f) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full time employee would be required to work.
- (g) Coverage:
  - i) It is expected that both job sharers will cover each other's vacation and incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Department Manager, or delegate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) In the event that one (1) member of the job sharing arrangement goes on an extended leave of absence (e.g. maternity leave, parental leave, education leave) the coverage will be negotiated with their Department Manager, or delegate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (h) Implementation:

Any incumbent full time employee who has received approval to have their position changed to job sharing may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.
- (i) If one of the job sharers leaves the arrangement and the remaining employee was previously full time, the shared position will revert to full time status. If the remaining nurse was previously part time, they will revert to their part time status. The position would then revert to a full time position and be posted and selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.
- (j) Discontinuation:

The Employer or job sharer(s) may discontinue the job sharing arrangement with eight (8) weeks' written notice.

Should a job sharing arrangement be discontinued and one of the job sharers is the original owner of the full time position, this employee will revert to their full time

status. The other job sharer's status would be changed to part time. If both job sharers were part time they will revert to their part time status.

### **LETTER OF UNDERSTANDING - VIOLENCE AGAINST WORKERS**

The parties hereby recognize and share the concern that healthcare workers uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a worker 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. The statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees, and will not be utilized by the Union or the Employer to subvert the application of otherwise appropriate disciplinary measures or in the absence of adequate verification from a recognized professional.

### **LETTER OF UNDERSTANDING - CALL-BACK - MAINTENANCE**

An employee called back to work after leaving the premises who reports to work outside of his/her their normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half (1.5) their regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into the employee's regularly scheduled shift. In such a case the employee will receive time and one-half (1.5) the employee's regular straight time hourly rate for actual hours worked up to the commencement of the employee's regular shift. Employees shall report to the Hospital within forty-five (45) minutes of receiving the call-back.

### **LETTER OF UNDERSTANDING - PART TIME SHIFTS IN DIETARY AND HOUSEKEEPING**

During the course of bargaining, the parties recognized that for part time employees in the Housekeeping and Dietary Department, there has been regularly scheduled shifts of less than seven and one-half (7.5) hours.

The parties agree for the duration of this Collective Agreement that this practice may continue.

The parties also agreed that in the event there is to be an increase in part time hours of less than seven and one-half (7.5) hours per shift, the parties will meet to discuss the additional hours.

### **LETTER OF UNDERSTANDING - PROFESSIONAL PRACTICE**

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

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

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

### **LETTER OF UNDERSTANDING - WORKER ADVOCATE**

The parties recognize that all employees may sometimes need to discuss with another employee matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of Worker's Advocate in the workplace. The Worker's Advocate will be determined by the Union from amongst the bargaining unit employees. The Advocate will meet with any member as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Employer agrees to provide access to a confidential e-mail address that can be maintained by the Worker's Advocate and that is accessible for all employees to contact the Worker's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when any employee is meeting with the Worker's Advocate.

The Employer and the Union will develop appropriate communications to inform all employees about the advocacy role of the Worker's Advocate providing contact numbers to reach the Worker's Advocate. The Company will also assign a management support person to assist the Advocate in their role.

The Worker's Advocate will participate in an initial forty (40) hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

The Union agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.

### **LETTER OF UNDERSTANDING - PAY EQUITY**

Pay Equity will be completed in the 2024 - 2025 fiscal year.

### **LETTER OF UNDERSTANDING - 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 suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the Agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This can be a suitable topic for discussion on the Joint Occupational Health and Safety Committee agenda.

### **LETTER OF UNDERSTANDING - RE: INNOVATIVE SCHEDULING - HYBRID SCHEDULE - REGULAR AND EXTENDED SHIFTS**

*\*Contents of this Letter of Understanding have been separately agreed upon.*

### **LETTER OF UNDERSTANDING - PRECEPTORSHIP PREMIUM**

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Professional Standards. Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of two dollars (\$2.00) per hour for all hours spent supervising nursing students. This Letter of Understanding will not apply to job classifications where the rate of pay is, in part, based on nursing student supervision duties.

Where an employee is in a position other than in a Registered Practical Nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Letter of Understanding.

### **LETTER OF UNDERSTANDING - INFECTIOUS DISEASES**

- (a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- (b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- (c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

- (d) A worker who is required by their Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 - Health Care].
- (e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- (f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- (g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the Employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- (h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 21 (or in the case of part time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

### **LETTER OF UNDERSTANDING - ME TOO CLAUSE**

For R.P.N.'s - If SEIU, CUPE or UNIFOR Northern Table are awarded an R.P.N. bump, it will be given to SHHA R.P.N.'s.

Signed at Exeter this 20th day of December, 2024

**For the Union**



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*Ken Duracher*

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*Linda Millar*

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*Janet Corbett*

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*Brittney Hockey*

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**For the Hospital**



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*Mary Beth Alexander*

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*Lynn Higgs*

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*Adriana Walker*

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*Sarah Mills*

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**SCHEDULE "A" - WAGE RATES**

<b>Position(s)</b>	<b>Effective Dates</b>	<b>Start</b>	<b>6 Months</b>	<b>18 Months</b>
<b>Dietary Aide, Housekeeping Aide</b>	Expired	\$24.55	\$25.06	\$26.07
	April 1, 2024	\$25.29	\$25.81	\$26.85
	April 1, 2025	\$26.05	\$26.59	\$27.66
	April 1, 2026	\$26.83	\$27.38	\$28.49
<b>Physio Aide, Ward Aide, Central Processing Tech., Personal Care Assistant</b>	Expired	\$25.45	\$25.95	\$27.00
	April 1, 2024	\$26.21	\$26.73	\$27.81
	April 1, 2025	\$27.00	\$27.53	\$28.64
	April 1, 2026	\$27.81	\$28.36	\$29.50
<b>RPN</b>	Expired	\$35.10	\$36.20	\$36.66
	April 1, 2024	\$36.15	\$37.29	\$37.76
	April 1, 2025	\$37.24	\$38.40	\$38.89
	April 1, 2026	\$38.35	\$39.56	\$40.06
<b>Physio Assistant</b>	Expired	\$30.12	\$31.16	\$31.63
	April 1, 2024	\$31.02	\$32.09	\$32.58
	April 1, 2025	\$31.95	\$33.06	\$33.56
	April 1, 2026	\$32.91	\$34.05	\$34.56
<b>Cook I</b>	Expired	\$26.31	\$26.82	\$27.87
	April 1, 2024	\$27.10	\$27.62	\$28.71
	April 1, 2025	\$27.91	\$28.45	\$29.57
	April 1, 2026	\$28.75	\$29.31	\$30.45
<b>Assistant Cook</b>	Expired	\$26.31	\$26.82	\$27.87
	April 1, 2024	\$27.10	\$27.62	\$28.71
	April 1, 2025	\$27.91	\$28.45	\$29.57
	April 1, 2026	\$28.75	\$29.31	\$30.45
<b>Ward Clerk</b>	Expired	\$27.17	\$27.71	\$28.83
	April 1, 2024	\$27.99	\$28.54	\$29.69
	April 1, 2025	\$28.82	\$29.40	\$30.59
	April 1, 2026	\$29.69	\$30.28	\$31.50
<b>Maintenance Worker</b>	Expired	\$26.31	\$26.82	\$27.87
	April 1, 2024	\$27.10	\$27.62	\$28.71
	April 1, 2025	\$27.91	\$28.45	\$29.57
	April 1, 2026	\$28.75	\$29.31	\$30.45
<b>Maintenance I</b>	Expired	\$28.92	\$29.43	\$30.47
	April 1, 2024	\$29.79	\$30.31	\$31.38
	April 1, 2025	\$30.68	\$31.22	\$32.33
	April 1, 2026	\$31.60	\$32.16	\$33.30

The above wage grid will remain in force throughout  
the life of this Agreement.

## **SCHEDULE "B"**

Part time employees who have attained seniority shall receive in lieu of all fringe benefits (being benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise) save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, an amount equal to 15% of their regular straight time hourly rate for each hour worked.

Part time employees will be allowed the option of purchasing benefit coverage at full cost to the employee.

## **APPENDIX "A"**

Equalization of hours for part time employees shall apply to the following classifications:

- RPNs
- Ward Clerks

*Classifications may be added or deleted from Appendix "A" upon mutual agreement of the parties, such as at a Labour Management Meeting.*

Jh:cope343

**PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**



<b>Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.</b>	
<b>Name (print) and Classification:</b>	
<b>Signature:</b>	
<b>Occurrence Date:</b>	<b>Time:</b>
<b>Workplace:</b>	<b>Unit:</b>
<b>Description of Unit:</b>	
<b>Was the occurrence the result of (select any that apply):</b> <input type="checkbox"/> Short staffing <input type="checkbox"/> Increased census <input type="checkbox"/> Increased patient acuity <input type="checkbox"/> Other (describe):	
<b>I/We believe that I/we were given an assignment that was inconsistent with proper patient care for the following reasons:</b>	
<b>Description of Incident:</b>	
<b>Recommendation to Correct Problem:</b>	
<b>Name/Title of Supervisor Notified:</b>	
<b>Date/Time of Notification:</b>	
<b>Method of Notification:</b>	
<b>Supervisor Response:</b>	
<b>Supervisor was:</b> <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate	
<b>I/We deserve the right to further this concern as I/we deem appropriate.</b>	