



COLLECTIVE AGREEMENT

BETWEEN

Chatham-Kent Health Alliance

AND

**Southwestern Ontario Healthcare and Service
Workers, Local 303**

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

Duration: April 1, 2013 – March 31, 2016

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COLLECTIVE AGREEMENT

between

Chatham-Kent Health Alliance
(hereinafter referred to as “the Employer”)

and

**Southwestern Ontario Health Care & Service Workers
Union, Local 303
affiliated with CLAC**
(hereinafter referred to as “the Union”)

April 1, 2013 to March 31, 2016

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION AND COVERAGE

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

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

2.02

- a. Full-time employees defined for the purpose of this collective agreement shall mean persons regularly scheduled for thirty seven and one half (37½) hours per week.
- b. Part-time employees defined for the purpose of this collective agreement shall mean persons regularly scheduled for not more than twenty-two and one half (22.5) hours bi-weekly.

It may be convenient to schedule part-time employees to work over and above their normal hours. Where these employees are scheduled as vacation replacement and

work more than twenty-two and one half (22.5) hours bi-weekly, they will not be considered members of the full-time group.

When the part time employee is regularly scheduled more than twenty-two and one half (22.5) hours bi-weekly for a period of six (6) months or more the union may request an evaluation as to whether a full time posting is required excluding time worked for temporary absences due to sick leave, Long Term Disability (LTD), Workplace Safety & Insurance Board (WSIB), approved Leave of Absence (LOA), Parental Leave of Absence (PLOA), Maternity Leave of Absence (MLOA) and during the vacation period from May 15th to September 15th.

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

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

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

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or lack of membership in the Union or because of his/her activity or lack of activity in the Union.
- 3.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the premises of the Employer, save as specifically permitted by this Agreement, or in writing by the Employer.
- 3.03 Violation of this Article shall render any employee liable to discipline or dismissal.

ARTICLE 4 - UNION MEMBERSHIP AND DEDUCTIONS

- 4.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Unions purposes and representation policies to the new employee.

- 4.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 4.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to Union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union.
- 4.04
- a. The total amount deducted will be turned over to the Union treasurer by the fifteenth (15th) of the month following deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Employer shall be saved harmless for all deductions and payments made.
 - b. The Employer shall annually report on an employee's T-4 form (income tax slip) the amount of Union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.
- 4.05 Employees who, because of conscientious objection cannot support the Union, may apply to the Union in writing explaining their objections

and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. If, in the judgment of the Union, the employee's objections to supporting the Union are valid, the Union will honour the employee's request and forward her deducted monies at the end of the calendar year to a charitable organization which will be selected by mutual agreement between the employee and the Union.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a. maintain order, discipline and efficiency;
 - b. hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee who has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
 - c. establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;

d. generally to manage and operate the Hospital in all respects in accordance with its obligations, commitments and responsibilities including the right to determine all matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.

5.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

5.03 The Union further recognizes the right of the Employer to operate, manage and direct its business in all respects in accordance with the obligations and interests and in the interests of its patients, service to them and the welfare of the community at large, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations to be observed by employees will not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - REPRESENTATION

6.01 The Employer will recognize twelve stewards plus one chief steward. These stewards will make up the grievance committee. Not more than three (3) members will be present at any grievance meeting with the Employer. No more than one (1) Union Steward will be absent from

any one unit/department at any one time. The chief steward is exempt from the limitation of one steward/department when another steward is the grievor. Employees will not be eligible to serve as members of the Grievance Committee unless they have at least twelve (12) month's seniority.

- 6.02 The Employer will recognize a Negotiating Committee composed of not more than three (3) full time and three (3) part time employees selected and designated by the Union and such other Union representatives (non employees) as the Union may designate. Not more than one (1) employee will be absent from any one department/unit at any time, excluding the chief steward. The Employer reserves the right to deny a request for leave due to patient care emergencies.
- 6.03 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor, which shall not be unreasonably withheld. Stewards shall state their destination to their immediate supervisor, and shall report again to him/her at the time of their return to work. In accordance with the foregoing, the Employer agrees that Stewards servicing grievances of employees during their regular working hours

shall not be subject to any deduction in their regular pay.

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

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

- 6.05 The Employer agrees to compensate members of the Negotiating Committee for time lost from their work for attending meetings between the Employer and the Union which are held for the purposes of negotiating a new Collective Bargaining Agreement between the Parties hereto; provided that such compensation will only be made or paid in respect of such meetings up to and including conciliation and in respect of such meetings relating to negotiation of said Collective Bargaining Agreements subsequent to the within Agreement.

6.06

- a. An employee is entitled, if he so requests to have a Steward attend with him/her at any meeting with supervisors or representatives of management that is likely to result in any

disciplinary action on the part of the Employer or the creation of any disciplinary record for the employee.

b. **Letters of Reprimand and access to Files**

– Each employee shall have reasonable access to his file for the purpose of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. An employee is entitled to place a written response to letters of counselling in his file. A copy of the following documents will be provided to the employee upon request:

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

All discipline will be removed from an employee's file after eighteen (18) months provided the employee has been discipline free. Leaves of absence in excess of sixty (60) continuous calendar

days will not count towards the period referenced above.

6.07 As part of the regular orientation day for new employees, the Employer will give a representative of the Union an opportunity to address the group of newly hired Union employees for a maximum of thirty minutes (30) minutes.

6.08 The Employer agrees to provide an office with a phone (Union to pay long distance charges), desk, chair, and filing cabinet. The Employer further agrees to provide the Chief Steward with paid leave (to be at a mutually agreed upon time) from his regular shift, of twenty-six and one quarter (26 ¼) hours per month to perform Union business.

6.09 **Labour-Management**

A Labour-Management meeting will be scheduled on a regular monthly basis, provided either party provides an agenda three (3) days prior to the meeting. Rotating chairs will be the Chief Steward/Union Representative and Vice-President of Human Resources or delegate. Attendance is limited to six (6) members of each party and off-shift Union representatives shall be paid for time attending the meeting. Not more than one (1) member will be absent from any one unit/department at any time.

Staff Planning Committee

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

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

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

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

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

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

ARTICLE 7 - NO STRIKE, NO LOCKOUT

7.01

- a. During the term of this Agreement, the Employer will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike and if

employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

- b. The definition of the terms "lockout" and "strike" as used in Section (a) above, shall be in accordance with *The Labour Relations Act* (LRA) Chapter 228 and amendments thereto.

ARTICLE 8 - SENIORITY

8.01 **Full Time** - An employee will be on probation until he/she has completed two (2) months continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with two (2) months' seniority.

8.02

- a. **Part Time** - Seniority shall include only service in the bargaining unit as defined in Article 1.01 and shall be calculated on the basis of all hours worked.

An employee will be on probation until he has completed four hundred and fifty (450) hours of duty within any twelve (12) month period following his/her last date of hire as a part time employee by the Employer. Upon completion of such probationary period, the

employee's name will be placed upon the seniority list and he/she will be credited with four hundred and fifty (450) hours.

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

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

8.04 **Part Time**

- a. A regular part time employee is an employee who is regularly scheduled to work not more than an average of twenty-two and one half (22.5) hours bi-weekly, is scheduled a predetermined number of regular part time

shifts and will be available to work a minimum average of twenty-two and one half (22.5) hours bi-weekly.

- b. A casual employee is an employee who will work on a call-in basis with no predetermined scheduled shifts. Casual part time employees who do not make themselves available to work as required by the Employer for twelve (12) consecutive months shall have their employment terminated save and except where the employee is on an approved leave of absence.
- c.
 - i. Summer students may be hired solely for the purposes of providing vacation relief for employees during the summer months after part time employees have been scheduled up to the commitment of twenty-two and one half (22.5) hours per week..
 - ii. Summer student means a student hired for the summer months who is actively pursuing a degree, diploma or certification program at an educational institution.

Summer months are defined as the period from May 15th to September 15th

and students will not be utilized outside of this period.

- iii. The rate of pay will be in accordance with Appendix "A"
- iv. Summer students are not entitled to any other provisions of the collective agreement.

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

8.06

- a. Where a part time employee has completed the probationary period and then transfers to a full time position via the job postings procedure, the employee will be considered to be serving a trial period during the first sixty (60) continuous working days spent in the new position. If the employee is unable

to perform the duties/requirements of the new position satisfactorily, they will be offered the opportunity to return to their previous position. An employee may elect to return to their previous position within the same sixty (60) day period subject to the agreement of the employer. If the employee returns they will not lose seniority previously accrued and will be credit with seniority through the sixty (60) day period. All other terms and provisions of the Collective Agreement respecting benefits and seniority will remain in effect.

- b. In the event that a full time employee becomes a part time employee, via the job posting procedure, such employee's name will be removed from the full time employee's seniority list and will be added to the part time seniority list. Such employees shall carry with them all accumulated seniority to the date of becoming a part time employee. In calculating accumulated seniority, one (1) year's continuous service shall equal sixteen hundred (1600) hours worked.
- c. In the event that a part time employee becomes a full time employee, such employee's name will be removed from the part time seniority list and will be added to the full time seniority list. Such employee

will be credited with all accumulated seniority to the date of becoming a full time employee in accordance with the following formula:

$$\frac{\text{Number of hours worked since last date of hire}}{1600}$$

equals years of full time and continuous service.

(This conversion became effective June 18, 1999)

8.07

a. **Seniority Lists**

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

b. Seniority lists and layoff and recall rights for Full Time Employees will be separate from seniority lists and layoff and recall rights for Part Time employees.

c. Casual part time employees shall be identified as such and separate from the regular part time seniority list.

d. Seniority date cannot exceed date of hire.

8.08 **Transfer Outside of the Bargaining Unit**

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

The following transfer provisions shall be effective as of February 8, 2008:

- a. **Temporary Transfers:** A temporary transfer outside the bargaining unit is a transfer for a period of eighteen (18) months or less, unless otherwise agreed by the parties. An employee temporarily transferred outside of the bargaining unit shall retain her bargaining unit seniority at the time of the transfer but shall not further accumulate seniority while outside of the bargaining unit. At the conclusion of the temporary transfer, the employee shall be entitled to return to the bargaining unit position she left, at the wage grid level she was on at the time of the

transfer, and shall then resume seniority accumulation.

- b. **Permanent Transfers:** Where an employee accepts a permanent transfer outside of the bargaining unit, her seniority at the time of the transfer shall be retained, but no further seniority in this bargaining unit shall be accumulated while the employee is outside the bargaining unit. While she is outside of the bargaining unit, the employee shall not use her seniority within the bargaining unit for the purposes of posting into or displacing within this bargaining unit. If she returns to this bargaining unit, her seniority in this bargaining unit shall be credited to her upon her return, and she shall be placed on the wage grid according to her seniority in the bargaining unit.

ARTICLE 9 - LAY-OFF AND RECALL

- 9.01 Planned temporary closures of any part of the Employer's facilities which is not anticipated to exceed three (3) calendar months in length shall be administered as follows (closures could be one (1) month to three (3) months in length but in no event would exceed a maximum of three (3) months in any twelve (12) month period):
 - a. The Union shall be notified thirty (30) calendar days in advance.

- b. Affected employees shall be notified thirty (30) calendar days in advance and by seniority and qualifications will be:
 - i. re-assigned to other areas, if work available
 - ii. allowed to apply for vacation
 - iii. allowed to apply for unpaid leave of absences
 - iv. laid off

9.02 **Notice of Lay-off**

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

- a. In the event of a proposed lay-off at the Employer of a permanent nature within the bargaining unit, the Employer shall:
 - i. provide the Union with no less than five (5) months' written notice of the proposed lay-off; and

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

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

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

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

9.04 In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification on the unit/department. No full time employee within the bargaining unit

will be laid off as a result of all of his hours being assigned to one (1) or more part time employees without agreement from the Union. Probationary and/or temporary employees will be laid off first.

9.05

- a. An employee who is subject to lay-off (as provided in Article 9.02) shall have the right to either:
 - i. accept the lay-off and be placed on a recall list for twenty-four (24) months; or
 - ii. displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or equal to, being within 3% greater than the current classification on a unit/department if the employee originally subject to layoff has the basic skill, ability and qualifications for the position, or will have obtained the necessary qualifications by the date of layoff, and can perform the duties of the lower or equal to being within 3% greater than current classification without training other than orientation. Such employee so displaced shall be laid off and will themselves be entitled to utilize this procedure.
 - iii. in the event that there are no employees with lessor seniority in a lower or identical

paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lessor seniority, who is the least senior employee in a classification, provided he/she has the basic skill, ability and qualifications for the position or will have obtained the necessary qualifications by the date of layoff, and can perform the duties without training other than orientation. Such employee so displaced will be laid off and will have the right to displace the least senior employee in the bargaining unit.

- iv. full time employees will have the option to revert to regular part time status in the department in which the layoff occurred and become a part time employee and be covered under the part time provisions of this agreement. Should the employee opt to revert to part time under this article they would have the right to revert to their original full time position if it becomes available within a six (6) month period following their date of transfer to part time.

Regular part time employees will have the option to revert to casual part time status in the unit/department in which the layoff

occurred and become casual part time provided they have no rights to exercise within their own classification. Should an employee opt to revert to casual part time under this article they will revert to their original regular part time position if it becomes available within a six (6) month period following their date of transfer to casual part time.

- v. If a RPN is issued a notice of layoff and has been re-assigned at least six (6) times to one (1) unit within the last twelve (12) months for a minimum of four (4) hours per assignment and carried a patient assignment while re-assigned, they shall be considered to have the basic skills, abilities and qualifications to displace into that unit provided they possess the appropriate seniority to do so.

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

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

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

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

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

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

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

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

- 9.09 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 9.10 No new bargaining unit employee shall be hired until all those laid off have been given an opportunity to return to work and/or have failed to notify the Employer of their intention to do so, in accordance with Article 9.12 below, or have been found unable to perform the work available.
- 9.11 It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid Holidays) after being notified to do so by telephone and confirmed by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to

have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

9.12 Where the employee fails to notify the Employer of his intention to return to work in accordance with the provisions of Article 9.11, he shall lose all seniority and be deemed to have quit the employ of the Employer.

9.13 A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of lay-off.

9.14 The Chief Steward shall be the last bargaining unit employee subject to lay-off, if there is work available for which he/she is qualified to perform.

SEVERANCE AND RETIREMENT OPTIONS

9.15 Full Time Severance Option

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

9.16 **Part Time Severance Option**

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

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

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

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

hours calculated as in 9.16 for a part time employee.

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

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

RETIREMENT OPTION

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

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

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

- b. The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part time, if applicable, whether or not they participate in the Hospital pension plan).
- c. If an employee on the unit/department referred to in (a) above does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible employees in the unit/department where an employee who has been notified of long term layoff elects to displace in accordance with Article 9.05, and one subsequent displacement, the Hospital is not required to offer early retirement allowance in accordance with this provision or any subsequent displacements, i.e. the offer shall follow the displaced employee to a maximum of two displacements.
- d. The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

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

ARTICLE 10 - WORK OF THE BARGAINING UNIT

10.01 The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 11 - LOSS OF SERVICE/SENIORITY

11.01 An employee shall lose all seniority if he:

- a. voluntarily leaves the employ of the Employer;
- b. is discharged and is not reinstated through the grievance procedure or arbitration procedure;

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

be the greater of six (6) months or equal to his seniority.

- h. casual part time employees who have not worked in a twelve (12) month period shall be deemed terminated.

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

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

ARTICLE 12 - HOURS OF WORK

- 12.01 The standard workday for all full time employees will consist of seven and one half (7½) hours excluding the unpaid meal period. The standard work week for all full time employees will average thirty seven and one half (37½) hours per week over a period scheduled by the Employer (which in the case of Nursing employees will not exceed eight (8) weeks, and which, in the case of all other employees in the Bargaining Unit will not exceed three (3) weeks) provided however, that this does not constitute a guarantee as the hours

of work per day nor as the days of work per week.

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

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

12.02

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

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

12.03 **Overtime Pay**

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

- a. Must be authorized by the supervisor or charge nurse, Call-ins constitute such authorization for the employee called in to work provided one of the criteria set out in b) or c) below are met.
- b. Full time employees shall receive overtime pay for all work performed:
 - i. in excess of seven and one half (7½) hours per day, except where elsewhere amended specifically.
 - ii. in excess of thirty-seven and one half (37½) hours per week;

- iii. on a scheduled day off (other than a voluntary at the employee's request);
 - iv. within the minimum numbers of hours off between shifts as defined by the Collective Agreement in 13.02a;
 - v. in excess of seven (7) consecutive scheduled days;
 - vi. on the third and subsequent consecutive scheduled weekend;
 - vii. on a statutory holiday as outlined in Article 17.01b.
 - viii. in excess of a seven and one-half (7½) hour shift in a unit/department/classification where extended tours are present.
- c. part time Employees shall receive overtime pay for all work performed:
- i. in excess of seven and one half (7½) hours per day, except where elsewhere amended specifically;
 - ii. in excess of thirty seven and one half (37½) scheduled hours per week;
 - iii. within the specified minimum number of hours off between shifts as defined by the Collective Agreement in 13.02b;

- iv. on a statutory holiday as outlined in Article 17.01b.
 - v. in excess of a seven and one-half (7½) hour shift in a unit/department/classification where extended tours are present provided notice of change of shift is not given in accordance with Article 13.05.
- d. Where a full time employee requests time off in lieu of overtime pay, such time will only be allowed to accrue to a maximum of thirty-seven and one-half (37 ½) hours for a maximum period of six (6) months and will be taken at a mutually agreeable time with the Employer and the Employee. If a mutually agreeable time cannot be accommodated, or the employee does not request payment within the six (6) month period, the employee will be paid on the following pay for any lieu time that is more than six (6) months old and does not exceed thirty-seven and one-half (37 ½) hours. The employee may opt to have the entire lieu bank paid out on any regular pay within the six (6) month period not exceeding thirty-seven and one-half (37 ½) hours. The employee must make written request to their manager or delegate by Thursday, 3:00 pm

prior to the end of the pay period in order to receive payment.

- e. Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours of a subsequent regularly scheduled shift), such employee will receive two (2) times his regular straight time rate for such additional authorized overtime.

12.04 Lunch and Rest Periods

- a. All employees are entitled to rest periods as follows:
 - i. four (4) hour shift = one (1) fifteen (15) minute rest period = four (4) hours pay
 - ii. five (5) hour shift = one (1) fifteen (15) minute rest period = five (5) hours pay
 - iii. shifts in excess of five and one half (5½) hours or more, but less than eight (8) = one half (½) hour unpaid lunch period and one (1) fifteen (15) minute rest period = half (½) hour less pay than the scheduled hours
 - iv. eight (8) hour shift = two (2) fifteen (15) minute rest periods and one half (½) hour unpaid lunch period = seven and one half (7½) hours pay

v. twelve (12) hour shift = forty five (45) minutes unpaid break time and a forty five (45) minute paid meal time = eleven and one quarter (11¼) hours of pay.

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

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

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

12.06 **Standard Time/Daylight Saving Time**

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

regular straight time hourly rate for that additional hour.

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

Weekends

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

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

ARTICLE 13 - SCHEDULING

13.01

- a. **Full Time** - The Employer agrees to post a schedule not less than four (4) weeks in advance of their taking effect. For the period June 1st to September 1st the employer will endeavour to have at least eight (8) weeks of scheduled time posted. It shall be the responsibility of the employee to consult their current work schedule before going off duty.

Subject to 13.03a.i, it shall be the responsibility of the Employer to notify an employee of any change in his/her schedule and any change made with less than twenty four (24) hours notice shall mean the employee concerned will receive time and one half (1½) his/her normal rate of pay for all hours worked on the changed shift.

b. **Part Time**

i. The Employer agrees to post work schedules not less than four (4) weeks in advance of their taking effect. For the period June 1st to September 1st the employer will endeavour to have at least 8 weeks of scheduled time posted. It shall be the responsibility of the employee to consult the work schedule before going off duty.

ii. When there is a change in the posted schedule it shall be the responsibility of the Employer to notify an employee of any change in her schedule and any change made with less than twelve (12) hours' notice shall mean the employee concerned shall receive time and one-half (1 ½) her normal rate of pay for all hours worked outside of the original shift.

c. **Weekends** - The Employer will schedule full time employees one (1) weekend off in two

(2). Part time employees will be available to work one (1) weekend in two (2). The Employer will notify and discuss with the Union of any impending changes to the master rotations. Employee has an obligation to notify their manager of an error on the schedule once they become aware of that error.

- d. In all cases of scheduling regular part time hours, preference shall be given for full scheduled shifts by order of seniority provided they have qualifications to do the work. Full shifts shall be 7.5 hours standard work day and 11.25 hours where extended tours are implemented.
- e. Part time Employees shall not be scheduled or shall not be called in to work for shifts of less than four (4) hours.

f. **Scheduling Guidelines**

Regular part time employees will be scheduled by order of seniority up to and not exceeding twenty-two and one-half (22.5) hours per week.

All other shifts that are available will be scheduled until all employees have reached up to and not exceeding twenty-two and one-half (22.5) hours per week. Any remaining

shifts will be scheduled to top seniority and down one (1) day at a time.

- g. In accordance with the foregoing principles:
 - i. It is understood that at the time of the schedule all available hours of work shall be offered to employees in their unit, department or classification at their home site as per Article 13.01f inclusive. Prior to working at an alternate campus employees shall be provided with a paid orientation on that campus.

Note: Employees may be scheduled or called in at the alternate campus.
 - ii. Part time requesting time off, i.e. Vacation for two (2) weeks will not be included in the scheduling of hours for the time that they are absent. Scheduled time will be prorated/reduced based on requested time off. Upon return to work the employee shall resume their regular schedule.
 - iii. It is understood that part time employees shall be trained when required in order of seniority to be considered for any new assignment on their unit within their classification.

- iv. Part time staff are to be available for all shifts i.e. days, evenings or nights.
- v. An employee shall not be scheduled to work three (3) different shifts, i.e. day, afternoons, nights in any one (1) week period (Sunday to Saturday), unless he/she agrees otherwise in writing.
- vi. A part time employee prior to posting of the work schedule shall be entitled to declare themselves unavailable for five (5) days in a four (4) week period (subject to Article 13.01c) and such will not be counted against them in the scheduling in accordance with the above principles. This request may be denied if sufficient staff are not available.

A part time employee who has declared themselves unavailable prior to the posted schedule and becomes available after the schedule has been posted, will be the last employee in the classification to be offered call-in shifts on the day originally declared unavailable, after CPT and lettered.

A regular part time employee is defined as an employee with a commitment of 22.5 hours per week. Part time employees may submit a written letter to

be available to work only the hours as described in this article. Such request will be effective the following posted schedule and will remain in effect for a one year period.

vii. Training days will not count in the division of scheduled time.

viii. Lettered Staff

a. Where no regular part time employee is willing or able to perform the available work within the unit/department/classification the shift shall be offered to regular part time employees off of the unit within that classification who are qualified to perform the work and who have indicated in writing an availability to work additional shifts on that unit on the basis of seniority provided it does not conflict with their home unit schedule.

b. The Employer will determine the number of lettered employees required on a unit and will accept a minimum of two (2) lettered employees per classification, per unit, except for specialty areas where special skills, abilities, and

qualifications are required to perform the work.

- c. Employees can letter up to two (2) units. Employees lettered to more than two (2) units as of the date of award/ratification, will select the two (2) units to which they wish to letter.
- d. Employees must notify the home unit at the time they accept a shift on another unit. Failure to advise the home unit at the time when accepting a shift on another unit will result in lettering privileges being revoked for a period of six (6) months.
- e. Lettered staff will not accept shifts in excess of the standard work day and/or week unless expressly offered as an overtime shift. Employees who accept shifts in excess of the standard work day and/or week will have their lettering privileges revoked for a period of six (6) months.
- f. Should a lettered employee not work on the lettered unit in a twelve

(12) month period, they shall be deemed no longer lettered to that unit.

- g. Casual part time employees shall only be scheduled to work after all available hours have been offered to regular part time employees on that unit. Casual part time employees may be called into work after lettered employees off the unit within that classification who are qualified to perform the work and who have indicated in writing an availability to work additional shifts on that unit.

- h. For clarity, hours shall be scheduled in the following order: regular part time employees on the unit up to thirty-seven and one-half (37 ½) hours per week depending on the needs of the unit and availability of employee, then casual part time employees. If hours are still available prior to the posted schedule they shall be assigned in accordance with the Call-In Procedure following the schedule being posted as follows:

regular part-time employees on the unit, lettered regular part-time employees from off the unit, casual part-time employees on the unit.

- i. It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay.
- j. An employee who holds a posting in one classification shall not work in another classification without consent from the union, unless in cases of emergency.

13.02

- a. Where full time employees are required to rotate on the day, afternoon, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of sixteen (16) hours between the end of one shift and the start of the following shift.

(See also Article 12.03b.iii Premium pay in this Article will not apply where an employee requests a change of shift

- b. Where part time employees are required to rotate on the day, afternoon, and/or night shifts, the Employer shall schedule shifts such that there will be a minimum of twelve

(12) hours off between the end of one shift and the start of the following shift. Premium pay in this Article will not apply where an employee is offered and accepts a call-in shift that results in less than twelve (12) hours off between shifts or requests a change of shift. (See also Article 12.03c)

13.03 Shift Exchanges and Request Days Off

- a.
 - i. “Where employees within the same classification desire to exchange shifts, they must make their request in writing on a mutual change request form and shall be limited to initiate one (1) shift exchange per employee per week. Additional exchange requests shall be submitted forty-eight (48) hours in advance of the requested time exchange. Exchange requests are subject to management or designate approval. Approval shall not be unreasonably withheld. Such exchange will not trigger any premium payments and must be full shift for full shift or part shift for part shift.”
 - ii. Employees on twelve (12) hour shifts may give away or exchange a part shift with one other employee provided they make their request on a mutually agreed change form and will be limited to one (1)

shift give away/exchange per employee per week.

- iii. For clarification, employees who exchange shifts shall be eligible for call-ins based on their original scheduled hours.
- b. Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.
- c. Premium pay will not apply where an employee requests a change of shift and in the case of an emergency or circumstances beyond the control of the Employer.
- d. Employees who are on an approved unpaid emergency leave as defined in *ESA* have the option of taking an unpaid day or a lieu/stat/vacation day. Approved leave of absence days shall not be counted in the Attendance Awareness Program.
- e. **Full Time** - Employees will not normally be scheduled to work more than seven (7) consecutive days. Where an employee is required by the Employer to work in excess of seven (7) consecutive days, the eighth (8) and any subsequent consecutive days will be paid at time and one half (1½). Premium pay in this Article will not apply where an employee requests a change of shift

13.04 Call in Procedures

- a. Once the schedule is posted, all other shifts that become available shall be known as call-in shifts.
- b. A shift will be deemed to be offered whenever a call is placed;

Employees must provide one (1) or two (2) telephone numbers for all call-in purposes. An employee's home telephone number is presumed to be the contact number unless the Hospital receives written notification to the contrary;

An offer to work cannot be accepted from anyone other than the employee;

Nothing in the above precludes an employee from calling the Hospital once they receive a message indicating that a call was made, to check to see if the shift remains available and if so, to accept the shift at that time;

- i. All call in shifts shall be equally distributed amongst all regular part time employees in that unit, department or classification by order of seniority on a bi-weekly basis, provided all RPT employees in that unit, department or classification have met their commitment as outlined in Article 13.01f.

- c. If there is more than one shift available on the same day at the same time of the phone call the first employee to be called shall be offered their preference of shift, if any.
- d. If call in shifts are for different days each one shall be treated as a separate call and shall be offered their preference of which day.
- e.
 - i. An employee called in for an entire shift shall be paid for the full shift if he/she reports within one hour of being called and if he/she worked to the end of the shift.
 - ii. An employee who is called after the shift commences and reports to work within one (1) hour of receiving the call will be paid from the time of the phone call. If the employee reports after one hour of receiving the call, the employee will be paid for the hours actually worked.
 - iii. Call in shifts for Premium pay will be offered to the most senior full time employee unless that employee has agreed not to be called in writing.
- f. Prior to ordering in, the Hospital must exhaust all normal call in procedures at both regular rate of pay and then offer shift

available at overtime rate of pay based on the call in language. All steps below must be exhausted before ordering in at overtime:

- i. Called all RPT on the unit at regular pay, including those who have mutualled shifts at regular rate of pay
- ii. Called all CPT on the unit at regular pay
- iii. Called all RPT off the unit who have indicated an availability in writing to work on that unit (lettered) at regular pay
- iv. RPT who have retracted an unavailable day
- v. RPT on the unit who are listed as unavailable
- vi. Called all eligible Casual Float Pool employees at regular pay
- vii. Offered shift at overtime rate to RFT on the unit
- viii. Offered shift at overtime rate to RPT on the unit
- ix. Offered shift at overtime rate to RPT off the unit
- x. Offered shift at overtime rate to CPT on the unit

If no employee accepts the available shift as outlined above the Hospital may be required to order staff in to work – starting with regular part time then full time in reverse order of seniority. An employee is expected to report to work as ordered, unless they are incapable of working.

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

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

- i. the receiving unit has a bona fide need;
- ii. the sending unit has capacity to send someone;
- iii. the appropriate person is making the reassignment decision (e.g. Charge Nurse, Off-Shift Coordinator, Clinical Manager or designate).

13.05 Cancellations

a.

- i. Where the Employer causes the employee to be called by telephone, at least twenty four (24) hours for full time employees and twelve (12) hours for part time employees prior to the start of the employee's scheduled day, evening or night shift, for cancellation of the shift or reduction of shift hours, the employee's shift will be deemed cancelled or reduced. The employee will not be paid for any part of a cancelled shift. Where an employee's shift is cancelled with less than the required notice, she shall receive time and one-half (1 ½) of her regular straight time hourly rate for all hours worked on her next shift.
- ii. Where the employer does not cause the employee to be telephoned as specified prior to the start of the employee's scheduled shift or the employee is not notified of a reduction in shift hours and the employee reports for work as scheduled, the employee will be given work and paid at his/her regular hourly rate for a minimum of four (4) hours.

- b. When a unit, department or classification cancels a shift or needs to reduce employees or hours, they shall be cancelled in the following order: lettered, casual, junior part time employee.
 - i. If the Employer reinstates the cancelled shift it shall be offered first to the employee whose shift was cancelled provided it does not result in premium pay, unless it was originally offered at premium pay, prior to accessing the call-in list notwithstanding the Article below.
 - ii. Where one or more employees are affected the more senior cancelled employee shall be entitled to the first call in shift of that week provided it does not result in premium pay.
 - iii. When there has been a call-in for a shift that then is cancelled, and it is necessary to send an employee home, the called-in employee shall be the one sent home.
- c. A cancelled scheduled employee, (excluding lettered and casual employees, and employees called in for a shift after the schedule was posted) shall have the opportunity to displace the least senior employee in the same unit and department and shift provided the employee to be

displaced is working a shift of equal length and that shift has a start time up to and including one hour before or one hour after the start of the cancelled shift. Employees who exercise their right to displace shall indicate to their manager immediately upon notification of cancellation of their shift. The employee requesting to displace shall have the skills and ability to perform the work. The employee who exercises her right to displace shall not be considered to have had her shift cancelled. Full time employees will be eligible to displace full time employee only, and part time employees will be eligible to displace part time employees.

- d. In the case of the OR Support Assistant only, an employee may displace a shift of equal length provided that shift has a start time up to and including one (1) hour before or five (5) hours after the start of the cancelled shift. The Parties agree that the arrangement for OR Support Assistants will not be extended to any other classification in any future round of bargaining.

13.06 Long Term Replacements

- a. Long term full time needs which are expected to exceed ten (10) working days or more will be offered to full time employees on lay off. If none exist then part time

employees will work the leave. The replacement will be divided out according to the established guidelines covered in Article 13.01. When a part time employee replaces a full time employee, the part time employee will then assume the schedules and hours of work of such full time employee.

- b. All sick time and/or vacation coverage of ten days or less that the Employer deems necessary to replace shall be distributed amongst the part time employees in that unit, department or classification.
- c. Any other scheduled or requested days off that the Employer deems necessary to replace shall be distributed amongst the part time in that unit, department or classification.

13.07 Definition of Worked and Non-Worked Shifts

- a. Example #1: You have refused to work a call in shift. Your first refusal in each week will not count as a shift in the distribution; any further refusals in that week will count as a shift. You are considered to be available for another shift that may come up that day.
- b. Example #2: You are absent from your scheduled shift for any reason, this counts as a day.

- c. Example #3: You are not available when called at home or we get a busy signal or an answering machine. (The Employer shall leave a message on the answering machine). This does not count as a day.

13.08 **Extended Tour Scheduling Provisions**

The scheduling of extended tours will be in accordance with the following:

The normal extended tours shall be defined as:

0700 - - - - - 1900 days

1900 - - - - - 0700 nights

unless the Employer and the Union agree to alter the extended tours to meet the needs of the unit.

The normal scheduling provisions will be waived between December 15 and January 15 in order to provide for Christmas and New Year's scheduling.

The Employer will endeavour to schedule fulltime employees not less than five (5) consecutive days off; part-time employees not less than three (3) consecutive days off, in conjunction with either Christmas or New Year's. The Employer will provide time off from at least 1900 hours the day before the holiday that the Employee is granted (either Christmas Day or New Year's Day).

Christmas will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's will include New Year's Eve day and New Year's Day. Where the Employee requests not to be scheduled off five (5) or three (3) consecutive days at Christmas or New Year's, such Employee is to put his/her request in writing to the Supervisor.

The provisions of this article do not apply to employees working on units that are not required to work on Christmas Day or New Year's Day.

13.09 Extended Tours – Implementation and Discontinuation

- a. Extended tours shall be introduced into any unit when:
 - i. A majority (51%) of the employees who vote so indicate by secret ballot, and;
 - ii. The Employer agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- b. Extended tours may be discontinued in any unit when:
 - i. A majority (51%) of the employees who vote so indicate by secret ballot, or;
 - ii. The Employer because of:

- 1) adverse effects on patient care
 - 2) inability to provide a workable staffing schedule or
 - 3) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, stated its intention to discontinue the extended tours in the schedule.
- c. When notice of discontinuation is given by either party in accordance with paragraph b) above then:
- i. The parties shall meet within three (3) weeks of giving the request for discontinuation and;
 - ii. Where it is determined that the extended tours will be discontinued, affected employees will be given sixty (60) days notice before the schedules are so amended.

The process by which any secret ballot shall be conducted will be mutually agreed between the Employer and the Union.

13.10 Extended Tours – Hours of Work

- a. Regular hours of work for full time are based on thirty-seven and one half (37½) hours per

week exclusive of meal period; each tour is twelve (12) hours e.g. 0700 – 1900 hours; paid time is eleven and one quarter (11¼) hours. Regular hours of work for part time are based on thirty-seven and one half (37 ½) scheduled hours per week exclusive of meal period; each tour is twelve (12) hours e.g. 0700 - 1900 hours; paid time is eleven and one quarter (11 ¼) hours.

- b. Scheduling a two (2) week period for full time will include six (6) eleven and one quarter (11¼) hour tours and one (1) seven and one half (7½) hour tour for a total of seventy five (75) hours unless alternate averaging is agreed by the parties to meet the needs of a specific unit.
- c. No split shifts will be scheduled.
- d. There will be at least forty eight (48) hours off when changing from night shift to the day shift.
- e. There will be a minimum of eleven and one quarter (11¼) hours off between scheduled shifts.
- f. Weekends off will be scheduled alternately unless otherwise agreed upon between the Employer and employee.

- g. A weekend, for the purpose of the Article, is defined as at least fifty six (56) hours off from the end of the day shift on Friday until the commencement of the Monday day shift.
- h. An employee will receive at least two (2) consecutive days off in any week.
- i. No employee will be scheduled to work more than three (3) consecutive extended tours. Time and one half (1½) will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received and except where:
 - i. Such tour has been worked by the employee to satisfy a lieu day request by the employee, or;
 - ii. Such tour is worked as a result of an exchange of tours with another employee.
- j. Employees will be allowed to exchange or give away part shifts (4 hrs or 7½ hrs) with another available employee, provided not more than one other employee is utilized. This will be limited to one requisition per employee per week on a mutual request form or an individual request form and with the appropriate manager's approval.

- k. Notwithstanding Article 13.01 (g), where extended tours, seven and one-half (7 ½) hour shifts and four (4) hour or short shifts all exist within a classification and unit it is acceptable to schedule up to one (1) hour in excess of the forty-five (45) hours biweekly commitment.
- l. Notwithstanding Article 13.04 (e) (iii), where extended tours are present, the call-in for the fourth extended tour in that week will be offered in accordance with the call-in procedure, first to regular part time employees (instead of full time employees). Should a regular part time employee accept a fourth extended tour, it will result in one (1) hour of overtime premium (instead of 11.25 hours of overtime premium for a full time employee).

13.11 The employer will endeavour within a unit/department to schedule employees off for three (3) consecutive days at either Christmas or New Years. The Employer will schedule days off for the full-time employees on a seniority rotating basis alternating from year to year. Part time employees shall be available to work either the Christmas period or New Years depending on seniority. A list will be posted prior to the posting of the Christmas schedule requesting part time staff to list their preference. Scheduling provision

language shall be waived for the time period between December 15 and January 15. The Christmas schedule shall be posted by November 15.

Where an employee requests not to be scheduled off three (3) consecutive days at Christmas or New Year's, such an employee is to put his request in writing to the supervisor. The provisions of this Article do not apply to employees working on units that are not required to work Christmas day or New Year's Day.

13.12 Job Sharing

- a. Only full time positions shall be considered for job sharing between two employees.
- b. The employer has the right to designate and increase or decrease the full time positions eligible to be deemed job sharing positions. There will be no more than one (1) job sharing arrangement in any one (1) unit/department. No new job share arrangements shall be implemented on any unit/department once notice of layoff has been provided to the Union until the notice period has expired.
- c. If a full time employee wishes to job share his/her position and the employer agrees to designate such position a job sharing position, the full time employee will be

assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with the job posting procedure.

- d. When the employer designates a vacant full time position to be considered a job sharing position, such position shall be posted and filled in accordance with the job posting procedure.
- e. The employees assigned to a job sharing position will be considered as regular part time and covered by the part time provisions of the collective agreement, except for scheduling which shall be as outlined in (i) below.
- f. The employees sharing a job sharing position will be considered as regular part time employees and covered by the part time provisions of the collective agreement, except for scheduling which shall be as outlined in (i) below.
- g. If an employee assigned a job sharing position successfully applies for a part time or full time position, or is terminated in accordance with the existing collective agreement and the employer decides to continue such job sharing position, the remaining employee shall remain assigned

to said job sharing position and the vacant job sharing position will be posted in accordance with the job posting procedure. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining employee will have the option of assuming the full time position or remaining regular part time. If she/he does not assume the full time position, the full time position shall be posted in accordance with the full time job posting procedure.

- h. For scheduling purposes only, the employer will schedule a job sharing position as a full time position. The schedule of both partners shall be the equivalent of one (1) full time position. The position in question shall generally be shared on an equal basis between two (2) partners. At the commencement of the job sharing arrangement both partners must inform the immediate supervisor who will be working the predetermined schedule.
- i. Posted schedules for job sharers shall be based on the schedules that would apply to full time holding that position and shall conform with the full time scheduling provisions of the collective agreement.

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

- ii. Call in shifts – Job sharers will be included in the call in procedures in accordance with the collective agreement

- i. A job sharer’s vacant hours of work resulting from vacation, leaves of absence or sick leave will be offered by the employer to the remaining partner. If the remaining partner agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the employer is unable to contact the remaining partner or if such employee is unable to work the vacant hours, the employer will schedule such hours in accordance with the part time provisions of the collective agreement.

- j. Each job sharing partner will be scheduled by the employer to work either the Christmas Holiday or the New Year's Holiday.
- k. The job sharers agree to cover up to two (2) weeks of vacation of each other's vacation during June 15 to September 15.
- l. The employer or the Union shall have the options of cancelling this Letter of Understanding with a sixty (60) day notice. A meeting will be held between the parties within fifteen (15) days to review the reasons for discontinuation.
- m. With each job sharing position, the employer will assess the position after three (3) months to see if there are any problems from patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (3) months and shall be then be re-evaluated to determine whether or not the position should continue.
- n. If after a six (6) month period the employer wishes to terminate a job sharing arrangement, it may do so upon written notification (sixty{60} days) to the employees and the Union. If this occurs, the position will revert to a full time position and the former full time incumbent shall be granted

the option of returning to full time. In the event that she/he is not interested, then the full time position shall be posted in accordance with the job posting procedure and both job share partners shall revert to regular part time on that unit/department.

- o. If after a six (6) month period, both employees who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty {60}days) to the employer and the Union. When this occurs, the former full time incumbent will have the option of returning to her/his full time position, if so desired. If she/he does not desire to do so, then the full time position will be posted in accordance with the job posting procedure and both job share partners shall revert to regular part time on that unit/department.

ARTICLE 14 - WAGES

14.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer will determine the rate of pay for such classification and notify the Union of the same. If the Union challenges the rate, it will have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory

rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting will be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting.

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

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

- 14.03
- a. Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of

four (4) consecutive hours, he/she shall be paid the rate in the higher salary range and at the level appropriate to his/her service from the commencement of the shift.

- b. Where an employee is assigned temporarily the duties of a higher paying classification outside the bargaining unit, he shall be paid for each shift worked a premium of ten percent (10%) of his regular rate.

14.04

- a. All employees regularly performing shift work shall receive a shift premium in the amount of one dollar and fifteen cents (\$1.15) per hour. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate. Shift premium only applies to shifts commencing on or after twelve hundred (1200) hours and ending after 1700 hours.
- b. An Employee shall be paid a weekend premium of one dollar and fifteen cents (\$1.15) per hour for each hour worked between 2400 hours Friday and 2400 hours on Sunday.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 The Employer, may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence will be in writing and at least two (2) weeks in advance.
- 15.02 The Employer agrees to grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing Employer conditions permit. It is understood that the maximum total of all leaves granted under this section will not exceed twenty (20) days normal or standard working days in any calendar year and requests for such leave of absence shall be made, in writing, at least two (2) weeks in advance. The Employer shall pay the members their wages for such leave and bill the Union for payment; after ten (10) working days the benefit costs of sixteen per cent (16%) shall be included.
- 15.03 The Employer agrees to grant leave of absence, without pay, for an R.P.N. elected to a board committee, College of Nurses or O.R.N.A. providing Employer conditions permit. It is understood that only one (1) R.P.N. will be granted leave and the maximum total of all leaves granted under this provision will not exceed twenty normal or standard working (20) days in any calendar year and requests for such

leave of absence will be made, in writing, at least two (2) weeks in advance.

15.04 **Pregnancy and Parental Leave**

- a. Pregnancy and Parental leaves shall be in accordance with *ESA*. A copy of the relevant portion of *ESA* will be provided to employees upon request.
- b. An employee who is on Pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy pursuant to *The Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the

commencement of the leave times her normal weekly hours.

- c. **Adoption Leave:** The parties agree that Adoption Leave shall be in accordance with *ESA*.

15.05 **Effect of Absence**

- a. It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- b. During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere, will be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of absence, except that the Employer will continue to pay its share of the premiums as outlined in

Article 22.07 while an employee is in receipt of WSIB benefits.

- c. It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff will not be suspended and accrue during the period as outlined in Article 11.01g if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

15.06 Education Leave of Absence

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

ARTICLE 16 - UNION COMMUNICATIONS

- 16.01 The Employer will provide a glass enclosed, locked bulletin board outside the cafeteria at each campus, for the sole use of the Union. A key to the bulletin board will be provided to the Chief Steward.

The Employer will provide bulletin board space in areas designated by the Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. The Union shall share a copy of any posting with Human Resources.

16.02 The Employer shall ensure that each steward has access to an e-mail account, as well as remote access to that account.

ARTICLE 17 - STATUTORY HOLIDAY PAY

17.01

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

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

In the event Heritage Day or some other day is proclaimed as a statutory Holiday, such day shall be substituted for Heritage Day.

b. Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours of a subsequent regularly scheduled shift), such employee will receive two (2) times his regular straight time rate for such additional authorized overtime.

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

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

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

It is understood that when an employee is absent in excess of thirty continuous calendar days prior

to the holiday that they will not be eligible for holiday pay (see Article 15.05).

17.04 **Full Time**

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

b. If the employee wishes to have the scheduled Statutory Holiday day off after the schedule is posted, the employee must submit the request on an Individual Request Form and the change may be accommodated if part time staff are available to replace.

17.05 **Full Time** - In the event that a Holiday falls within the employee's scheduled days off or during a vacation period, he will be granted a lieu day to be taken off at some future date to be mutually agreed upon as provided under Article 17.04.

17.06 **Part Time** -Statutory holidays will be scheduled by order of seniority starting with the most senior employee. A regular part time employee will be available to work at least one of either Christmas Day or New Year's Day.

17.07 **Part Time** - Statutory Holidays which become available after the schedule is posted shall be offered in accordance to the call-in procedure in Article 13.04.

17.08 **Full Time** - Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his/her regular rate of pay.

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

ARTICLE 18 - VACATIONS

18.01 **Full Time** - Employees will be entitled to vacations with pay based on length of continuous service as set out below:

- a. Full-time employees who have completed less than one (1) year of continuous service shall be entitled to vacation, on the basis of 5/6th of a day per month for each completed month of service, with pay in the amount of four percent (4%) of gross earnings.;
- b. Employees who have completed one (1) year or more and less than two (2) year's continuous service as of September 1st in any year will receive an annual vacation of two (2) weeks with pay at their regular rate of pay;
- c. Employees who have completed two (2) years or more and less than five (5) years of continuous service as of September 1st in any year will receive an annual vacation of three (3) weeks with pay at their regular rate of pay.
- d. Employees who have completed five (5) years or more and less than thirteen (13) years of continuous service as of September 1st in any year will receive an annual vacation of four (4) weeks with pay at their

regular rate of pay. Effective vacation year 2008.

- e. Employees who have completed thirteen (13) years or more of continuous service as of September 1st in any year will receive an annual vacation of five (5) weeks with pay at their regular rate of pay. Effective vacation year 2008.
- f. Employees who have completed twenty-one (21) years or more of continuous service as of September 1st in any year will receive an annual vacation of six (6) weeks with pay at their regular rate of pay.
- g. Employees who have completed twenty-eight (28) years or more of continuous service as of September 1st will receive an annual vacation of seven (7) weeks with pay at their regular rate of pay. Effective vacation year 2008.

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

- a. Employees who have completed less than 3200 hours of service as of March 31st in any year, four per cent (4%) of wages for work done in the immediate preceding vacation year
- b. 3200 but less than 8,000 = 6%

- c. 8000 but less than 20,800 = 8%
- d. 20,800 but less than 35,200 = 10%
- e. 35,200 but less than 44,800 = 12%
- f. 44,800 or more = 14%

18.03

- a. **Regular Part Time** - Vacation pay will be paid on the pay period immediately preceding May 31st of any said year on a separate deposit. Vacation pay shall be calculated by multiplying an employee's straight time hourly rate times the number of hours worked times the appropriate vacation percentage.
 - i. Prior to the posted schedule, if a Part Time employee requests a week off and it is approved and scheduled, this time will count as thirty-seven and one half (37½) vacation hours deducted from the employee's vacation bank for standard work week.
 - ii. After the schedule is posted, when a Part Time employee requests a day off on a scheduled day(s), if granted, it will be considered a vacation day based on the number of hours scheduled on that date.
- b. **Casual Part Time** - shall receive vacation pay paid out with every pay cheque.

c. Temporary Part Time

- i. Newly hired temporary part time employees and casual employees working a temporary part time position will be paid out for every pay period the amount of vacation pay earned during that pay period, according to the vacation pay grid of Article 18.02.
- ii. Any newly hired temporary part time employee will not accumulate seniority until he or she begins a permanent position. At that time, the employee will accumulate and be paid vacation pay according to Article 18.03.

18.04 An employee whose service with the Employer is terminated for any reason except discharge for cause will receive vacation pay for the period to which he is entitled in accordance with the provisions of this Agreement.

18.05 Vacations will, subject to the efficient operation of the Employer or unless otherwise mutually agreed upon, be scheduled during the calendar year in which the same became due, on a seniority basis.

Vacations shall be limited to four (4) weeks during the prime time period July 1 to September 15, inclusive. Additional weeks of vacation may

be approved during prime time if operationally practicable.

Full time employees are to request sixty percent (60%) of their vacation entitlement prior to April 1st. The Hospital shall give notice of the remaining vacation days by the first week in September and vacation requests for such remaining days shall be submitted by October 1st.

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

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

18.07 Where an employee's scheduled vacation is interrupted due to a non-elective surgery or serious illness/injury requiring the employee to be an inpatient in a hospital, the period of such hospitalization or the period of receiving home care (as prescribed by a physician and supplied by a professionally accredited provider and upon

the receipt of proof of such service) will be considered sick leave.

- 18.08 Vacation requests must be submitted in writing by April 1st, and the approved vacation time, covering the whole vacation year (May 1st to April 30th), shall be posted by May 1st of each calendar year. After April 1st vacation will be scheduled on a first come first serve basis. Where an employee makes a written vacation request after the approved vacation time is posted, the Employer shall give a response to the request within two (2) weeks. A week will be defined as a seven (7) consecutive day period. Vacations submitted by April 1st will be granted on the basis of seniority.
- 18.09 Part-time employees may make written requests for vacation time, equal to one week off for every 2% of vacation pay earned.
- 18.10 The Hospital shall give notice of the remaining vacation days by the first week of September.

ARTICLE 19 - BEREAVEMENT PAY

- 19.01 An employee who notifies the Employer as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in

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

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

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

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

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

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

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

ARTICLE 20 - BENEFITS/ADDITIONAL COMPENSATION – PART TIME

20.01 The Employer agrees to pay each employee covered by this agreement who has completed his/her probationary period, thirteen percent (13%) of the employee's regular straight time hourly rate for each completed shift in lieu of sick

leave, holiday pay and all other fringe benefits provided to full time employees and nine percent (9%) to employees on the same basis who elect to participate in the Hospitals of Ontario Pension Plan. Such payment will commence with the first pay period following completion of said probationary period.

ARTICLE 21 - SICK LEAVE – FULL TIME

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

the enrolment shall be mandatory for new employees hired after the signing of this Agreement.

- 21.04 The employee must notify his Department Head or designate of his absence at least two (2) hours prior to his regular starting time on the first day of absence, or as soon as possible, at which time he shall supply the following:
- a. reason for absence;
 - b. estimated duration of absence;
 - c. methods of contacting the employee during his absence;
 - d. if an employee is able to return to work at an earlier date than anticipated, he shall give the Department Head or designate notification by 1500 hours of the preceding day such intention to return so that the necessary adjustment can be made to the staff. Employees confined to Hospital or at home as the result of a serious illness or accident shall keep the Employer advised of their condition from time to time as is practical and notify their Department Head or designate of the date they expect to return to work.

- 21.05 **Workplace Safety & Insurance Board (WSIB) Benefits and Sick Leave** - An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP). Payment will be provided only if the employee provides evidence of disability, satisfactory to the Employer and a written understanding satisfactory to the Employer that any payments will be refunded to the Employer following final determination of a claim by the WSIB. If the claim for WSIB is not approved, the monies paid as an advance, will be applied toward the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum fifteen (15) weeks.
- 21.06 Any dispute which may arise concerning an employee's entitlement to LTD benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may

be the subject of a grievance and arbitration under the provisions of this agreement.

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

ARTICLE 22 - HEALTH AND WELFARE – FULL TIME

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

- 22.02 The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees (married or single) under the Extended Health Care Plan (\$2.50 deductible per prescription, effective 1st of the month following the date of ratification) which shall include a Vision Care Plan of \$250.00 plus one eye exam every two (2) years, providing the balance of the premiums is paid by employees through monthly payroll deductions. Membership in the Plan will be compulsory for all members not otherwise covered in the bargaining unit.

- 22.03 The Employer agrees to contribute seventy-five percent (75%) of the applicable billed premiums towards coverage of employees under the Dental Plan at the current ODA Schedule of fees,

providing the balance of the premium is paid by employees through monthly payroll deductions.

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

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

22.06 Effective April 1, 2005, the Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees for semiprivate coverage.

22.07 For an employee receiving LTD Benefits or WSIB Benefits, the Employer agrees to continue its share of the premiums for Extended Health Plan,

Dental Plan and semiprivate Hospital Accommodation coverage for the following time periods:

- a. for an employee with less than five (5) years of service: twelve (12) months;
- b. for an employee with between five (5) and ten (10) years of service: eighteen (18) months;
- c. for an employee with more than ten (10) years of service: twenty four (24) months.

22.08 Benefits for Early Retirees

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

22.09 Benefits Age 65 and Older

Semi-private hospital insurance and extended health care benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th)

birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

ARTICLE 23 - JURY DUTY

23.01 If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by a subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a. notifies the Employer immediately upon the employee's notification that he will be required to attend Court; and
- b. presents proof of service requiring the employee's attendance; and
- c. promptly pays to the Employer the amount (other than expenses) paid to the employee for such service or attendance; and
- d. returns to work or attends his normally scheduled shift on completion of such jury or witness duty.

ARTICLE 24 - CALL-IN/STANDBY - FULL TIME

24.01 An employee on standby who is called back to work will be paid at one and one-half (1½) times his/her hourly rate for a minimum of four (4) hours for each callback, except to the extent that such period of call-back overlaps and extends into his regular shift in which case he will be paid time and one-half (1½) for all hours worked up to commencement of his regular shift. The number of hours paid for call-back will be deducted from the hours of standby. The call-back commences when the employee arrives at the Hospital.

24.02 Any employee may be required to standby and be recalled to duty as required: an employee required to standby and be available as aforesaid will be paid standby pay at the rate of three dollars and twenty cents (\$3.20) per hour. Standby pay will, however, cease where an employee is called into work, and works during the period of standby.

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

ARTICLE 25 - JOB POSTINGS

25.01

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

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

It is agreed the Employer may waive the trial period.

- c. In the event an employee's services are not satisfactory in the new unit, area or

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

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

- 25.02 **Full time** - When a vacancy becomes available within a classification within a department/unit, it will be offered to full time employees within the classification within the department/unit concern, by order of seniority;
- 25.03 The employer will post suitable notices of vacancies for seven (7) calendar days where these may be seen by employees to enable

employees in all units, areas or classifications to apply for such vacancy. In all cases of promotions (other than to positions outside the scope of the bargaining unit), the following factors will be considered:

- a. Seniority;
- b. Skill, education qualifications, physical capability, and ability to perform the work. Where factor (b) is relatively equal, factor (a) will govern;
- c. The Employer has the right to fill the vacancy on a temporary basis, until the successful applicant is appointed. Subsequent vacancies created by the filling of a posted vacancy will be posted for seven (7) consecutive calendar days. An applicant selected to fill a vacancy need not be considered with respect to any further vacancy within a subsequent period of six (6) month;
- d. Where an employee transfers to another unit, area or classification in accordance with the job posting procedure, the Employer will endeavour to transfer the employee to the new unit, area or classification as soon as possible.

- 25.04 If the vacancy is not filled pursuant to this or other applicable articles, the Employer may fill the vacancy at its sole discretion.
- 25.05 The Employer may assign an employee to any vacancy on a temporary basis until the posting procedure has been completed.
- 25.06 An employee selected to fill a temporary or permanent vacancy (full time or part time) need not be considered for any further vacancies for a period of six (6) months, unless the vacancy is a transfer from part time to full time, or from a temporary position to a permanent position.
- 25.07 A practicing RPN who holds a certificate, rather than diploma, who has taken all necessary upgrades as required by the Hospital and can demonstrate core competencies shall suffer no loss of points or prejudice in a job competition.
- 25.08 Upon the request of the employee, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- 25.09 In filling such vacancies, the Hospital shall consider employees who have expressed in interest, in writing, within the current calendar year, in filling such vacancies, on the basis of the selection criteria as set out in Article 25. (See Appendix "A").

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

ARTICLE 26 - TEMPORARY OPENINGS

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

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

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

- a. The Employer has the right to fill the vacancy on a temporary basis, until the successful applicant is appointed.
- b. Where an employee transfers to another unit, area or classification in accordance with the above procedure, the Employer will endeavour to transfer the employee to the new unit, area or classification as soon as possible.
- c. The employee awarded the temporary full time position will assume the schedule of the employee who is absent;
- d. The employee will receive the rate of pay applicable to the position in accordance with the Collective Agreement;
- e. The part time employee will accrue seniority for all hours worked in the temporary position.

26.02 The Employer agrees that it shall exercise its discretion in Article 26.01 and in a reasonable and fair manner.

26.03 An employee selected to fill a temporary full time opening need not be considered with respect to any further temporary full time openings which arise during the period of the initial opening or within a subsequent period of six (6) months.

26.04 During the period in which an employee is filling a temporary full time opening, the Employer need not consider the employee for transfer to any other temporary term positions but shall be considered (if the employee applies) for posted permanent full time vacancies which may arise.

26.05 During the period in which a part time employee fills a temporary full time opening, the employee shall remain a part time employee, covered by the part time provisions of this Agreement. Notwithstanding the above, the employee will be covered as follows while filling a temporary full time opening;

- a. As per Article 12.01, 12.03 (b) (ii), 13.10 (b), and 17.05, employees filling a temporary full time vacancy will be covered by the full time provisions of the collective agreement for the purposes of scheduling and for the overtime payment trigger (37.5 hours) at which they are eligible for overtime.
- b. As per Article 8.02, 13.05 (a) (i), and 20.01, employees filling a temporary full-time vacancy will be covered by the part time provisions of the collective agreement for the purposes of seniority, call-ins, in lieu benefits and cancellations.

For further clarity: employees who are filling TFT positions shall be placed on the PT call

in list in accordance with their seniority and shall be called in as per the PT provisions, with the FT eligibility for premium pay.

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

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

26.07 **Temporary Employees**

- a. When a permanent vacancy becomes available regular full time, regular part time and casual part time applicants will be given consideration prior to consideration being given to employees hired temporary full time or temporary part time employees upon employment.
- b. Employees hired on a temporary basis upon employment will not accrue seniority during the temporary vacancy. However, it is agreed that seniority would accrue for the purposes of scheduling.

- c. Should an employee hired temporary part time or temporary full time upon employment be successful in securing a permanent position within the bargaining unit prior to the end of the temporary placement, they shall be credited with seniority accrued from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.
- d. A temporary part time employee (except employees hired expressly for the summer period) shall be considered a Regular Part Time employee for the purposes of scheduling and shall be scheduled in accordance with the Regular Part Time scheduling provisions.

ARTICLE 27 - UNIFORM AND SAFETY FOOTWEAR ALLOWANCE

27.01 **Full time** - With respect to any employee who is required as part of his/her duties to wear a uniform and where such uniform is not made available to the employee by the Employer, the Employer shall pay to such employee a uniform allowance in the monthly amount of nine dollars (\$9.00). Maintenance staff will have their uniforms supplied and laundered. Employer supplied uniforms must remain on the premises

and cannot be removed without prior consent by their manager.

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

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

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Technological Change means the automation of equipment, or the mechanization or automation of operations or the replacement of existing equipment of machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

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

28.03 Where new or greater skills are required than are already possessed by affected employees under

the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 29 - HEALTH AND SAFETY

29.01

- a. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member employee of its Accident Prevention - Health and Safety Committee one (1) full time and one (1) part time representative selected or appointed by the Union from amongst bargaining unit employees, to be trained as certified Health and Safety representative at a course approved by the Workers' Health and Safety Committee.
- c. Such Committee shall identify potential dangers and hazards, institute means of

improving Health and Safety programs and recommend actions to be taken to improve conditions related to safety and health.

- d. The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e. Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f. Any representative appointed or selected in accordance with (b) hereof shall serve for a term of two (2) calendar years from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work for which the representative(s) shall be paid by the Employer at his/her regular rate.
- g. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

- h. Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 15.04.
- i. Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Employer will provide at no cost to the employees, a Hepatitis B vaccine.
- j. Employees Personal Property: The Employer will consider requests for reimbursement for damages incurred to the Employee's personal property such as eyeglasses, watches, ripped uniforms, personal clothing as a result of being assaulted while performing work at comparable replacement value or repair upon presentation of receipts.

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

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

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

ARTICLE 30 - VALIDITY

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

ARTICLE 31 - EXCLUDED PERSONS

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

ARTICLE 32 - PRINTING OF AGREEMENT

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

ARTICLE 33 - COMPASSIONATE LEAVE

33.01 Compassionate leave will be granted to employees in accordance with the provisions of *ESA*. During that period, benefits would continue in accordance with Article 15.05.

ARTICLE 34 - HARRASSMENT POLICY

34.01 The Union and the Employer agree to abide by the OHRC. Agreement to follow the Chatham-Kent Health Alliance Mutual respect policy. An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance

and Arbitration procedure in Article 36 and Article 38 of the Collective Agreement prior to filing a complaint with the OHRC.

ARTICLE 35 - EDUCATION FUND

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

ARTICLE 36 - GRIEVANCE PROCEDURE

36.01 **Grievance Procedure** – For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement.

36.02 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 he has first given his immediate Supervisor the opportunity of adjusting his complaint. If an Employee has a complaint, such complaint shall be discussed with his immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction with five (5) working days, the Employee may proceed with the grievance procedure within five (5) working

days following the decision of the immediate Supervisor. Any Employee is entitled, upon request, to have a Union Steward present with him/her when meeting with the immediate Supervisor to attempt to adjust his complaint. (Either Party may request time extension, verified in writing, and both Parties agree to give full consideration to compliance with such requests.)

36.03 A Grievance of an Employee properly arising under this Agreement shall be submitted in the following manner and sequence:

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

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

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

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

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

At all steps of the grievance procedure, the grievor shall have the assistance of a Union Steward who may attend the grievance meeting.

Upon mutual agreement, Steps 1 and 2 may be replaced with a special meeting attended by and governed under provisions set out in this Article 36.

Abandonment - At any step, if the parties do not respond within the time limit or grievance is not moved within the time limit, grievance either succeeds or is dropped, except upon agreement

in writing by both parties of an extension to the time frame.

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

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

Group Grievance - Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the immediate Supervisor or designate, within five (5)

working days after the circumstances giving rise to the grievance have occurred. The grievance shall be then treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

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

36.04 Dispute Resolution

- a. Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to an Arbitrator.
- b. Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation or longer period as agreed by the parties.
- c. No matter may be submitted to a Grievance Mediation which has not been properly carried through the grievance procedure,

provided that the parties may extend the time limits fixed in the grievance procedure.

- d. The parties shall agree on a mediator.
- e. Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- f. The Mediator will have the authority to meet separately with either party.
- g. If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- h. The Union and the Employer will share the cost on a 50/50 basis of the mediator and any other costs incurred by the mediator.
- i. The Employer will ensure that there is no loss in regularly scheduled hours for a Steward and one (1) grievor for attendance at the mediation hearing.

ARTICLE 37 - DISCHARGE CASES

37.01

- a. In the case of a grievance alleging improper discharge of any employee employed within the Bargaining Unit described in Article 2.01 of this Agreement, the discharged employee shall submit his grievance in writing to the Director of Human Resources or designate within five (5) working days after the date of his discharge. The Director of Human Resources or designate shall convene a meeting with the aggrieved employee, the Departmental Steward, the Chief Steward and the Ontario Representative of the Union within five (5) days after the date on which the Director of Human Resources or designate received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Director of Human Resources or designate shall deliver his decision in writing to the Chief Steward within three (3) days after the date of the meeting and a copy shall be mailed to the Union Office. If the written decision of the Director of Human Resources or designate is not satisfactory to the Union, the grievance may be taken to arbitration in accordance with the provisions of this Article and Article 38 of this Collective Agreement.

- b. The Employer agrees that where action is taken against an employee by way of suspension or discharge, a copy of such notice shall be given to the employee and the Union within three (3) working days following such action. Failure to provide such written notice, however, shall not in any way nullify the action taken by the Employer.

37.02 A claim by a probationary employee that he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve for reasons of release which are arbitrary, discriminatory, in bad faith or when exercising a right under this Agreement. The written grievance must be received by the Employer within seven (7) days after the date the release is effective. Such special grievances may be settled under the grievance or arbitration procedure by:

- a. confirming the Employer's action in dismissing the employee, or
- b. reinstating the employee without loss of seniority and with or without full compensation for the time lost, or
- c. by any other arrangement may be deemed just and equitable.

ARTICLE 38 - ARBITRATION

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

penalty made or imposed by the Employer, which does not involve the interpretation, application, administration or violation of this Agreement, may not be dealt with any way by the Arbitrator or Board of Arbitration.

38.06 Proceedings before the Arbitration Board will be expedited by the parties hereto. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

38.07 The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board as referred to in this Collective Agreement at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 39 - DURATION

39.01 This agreement shall be effective on the first (1st) day of April, two thousand and thirteen (2013) and shall remain in effect until the thirty-first (31st) day of March, two thousand and sixteen (2016) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions

contained herein with in the period from ninety days prior to the renewal date. Should neither party give such notice, this Agreement shall renew for a period of one (1) year.

39.02 All terms and conditions agreed to in collective bargaining and those awarded in interest arbitration shall become effective on the date the award was received, or the effective date(s) awarded or otherwise agreed. Retroactive payments for the wages awarded shall be as outlined in the award or in the Memorandum of Settlement, and shall be paid on a separate cheque.

ARTICLE 40 - PROFESSIONAL RESPONSIBILITY

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

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- i. At the time the workload issue occurs, discuss the issue within the unit/program with the appropriate manager and

employees involved to develop strategies to meet patient care needs using current resources.

- ii. If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital who has responsibility for timely resolution of workload issues.

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

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

Dated at Chatham, Ontario this 16th day of September 2013.

"the Employer"

"the Union"

[Signature]

[Signature]

Diane Kay

Cindy Corbett

Dave Shear

Kevin Shaw

Buck Apple

Way Walker

Vanessa M. Fadden

Maurice Gink

Yvonne George

Will Huber

Leanne Crawford

[Signature]

[Signature]

SCHEDULE A

| | April 1/13 | April 1/14 |
|---|------------|------------|
| RPN, RPN/Clinical Support | | |
| Level 1 | 25.77 | 26.48 |
| Level 2 | 26.12 | 26.84 |
| Level 3 | 26.49 | 27.22 |
| Trades (Plumber, Electrician, Carpenter, Air Condition, Ref. Mechanic, Industrial Millwright, 2nd Class Stationary Engineer), Maintenance General and Building Operator who hold one of the designated Trade certificates as identified above | | |
| Level 1 | 25.72 | 26.43 |
| Level 2 | 26.11 | 26.83 |
| Level 3 | 26.49 | 27.22 |
| Non-Registered MDR Technician, Material Handler, Dialysis Assistant, Unit Aide, Non-Registered OR Support Assistant (no CSAO course) | | |
| Level 1 | 20.51 | 21.07 |
| Level 2 | 20.68 | 21.25 |
| Level 3 | 21.00 | 21.58 |

| | April 1/13 | April 1/14 |
|--|-------------------|-------------------|
| Assistant Cook, Laundry General, Linen Porter | | |
| Level 1 | 20.30 | 20.86 |
| Level 2 | 20.56 | 21.13 |
| Level 3 | 20.93 | 21.51 |
| Dietary Aide, Housekeeper, Lab Aide, Physio Aide | | |
| Level 1 | 20.16 | 20.71 |
| Level 2 | 20.30 | 20.86 |
| Level 3 | 20.62 | 21.19 |
| Maintenance General, Painter | | |
| Level 1 | 22.49 | 23.11 |
| Level 2 | 23.06 | 23.69 |
| Level 3 | 23.59 | 24.24 |
| Building Operator - No Trade Certificate | | |
| Level 1 | 25.14 | 25.83 |
| Level 2 | 25.53 | 26.23 |
| Level 3 | 25.92 | 26.63 |
| Rehab Assist-Physio, Occupational Therapist Assistant | | |
| Level 1 | 23.75 | 24.40 |
| Level 2 | 24.12 | 24.78 |
| Level 3 | 24.49 | 25.16 |

| | April 1/13 | April 1/14 |
|--|-------------------|-------------------|
| MDR Tech | | |
| Level 1 | 21.28 | 21.87 |
| Level 2 | 21.42 | 22.01 |
| Level 3 | 21.76 | 22.36 |
| OR Support Assistant | | |
| Level 1 | 21.28 | 21.87 |
| Level 2 | 21.40 | 21.99 |
| Level 3 | 21.76 | 22.36 |
| Porter | | |
| Level 1 | 20.32 | 20.88 |
| Level 2 | 20.68 | 21.25 |
| Level 3 | 21.00 | 21.58 |
| Ward Clerk, Scheduling Ward Clerk | | |
| Level 1 | 21.43 | 22.02 |
| Level 2 | 21.72 | 22.32 |
| Level 3 | 22.01 | 22.62 |
| Cook | | |
| Level 1 | 21.20 | 21.78 |
| Level 2 | 21.75 | 22.35 |
| Level 3 | 22.35 | 22.96 |
| Certified EMG Tech | | |
| Level 1 | 28.46 | 29.24 |
| Level 2 | 30.62 | 31.46 |
| Level 3 | 32.77 | 33.67 |
| Non-Certified EMG Tech | | |
| Level 1 | 20.39 | 20.95 |
| Level 2 | 21.94 | 22.54 |
| Level 3 | 23.49 | 24.14 |

| | April 1/13 | April 1/14 |
|-------------------------------|---|---|
| Patient Care Assistant | | |
| Level 1 | 21.03 | 21.61 |
| Level 2 | 21.18 | 21.76 |
| Level 3 | 21.52 | 22.11 |
| ED Liason | | |
| | 15.00 | 15.41 |
| Summer Student | | |
| | In accordance with the Employment Standards Act | In accordance with the Employment Standards Act |

April 1, 2013: Lump sums of 1% for full time employees based on regular earnings as of April 1, 2013. Regular part time and casual part time employees will be prorated based on hours worked as compared to 1950 hours and based on rate of pay in effect April 1, 2013

Lump sum and signing bonus payments are payable to all employees based on employment status (ie. full time, regular part time, or casual part time) as of April 1, 2013. This payment is not taken into account for the calculation of any other entitlement under the terms of the Collective Agreement (including but not limited to pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

For regular part time employees on Pregnancy and/or Parental Leave and/or Disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.

The parties will agree to meet by January 1, 2015 to negotiate the wage increases to take effect on April 1, 2015. If the parties are unable to reach an agreement, the matter of wage increases will be referred to arbitration for resolution.

NOTE: For part time hours of work, 1600 hours equals one year of service for the purposes of movement on the wage grid.

An employee assigned with Lead Hand responsibilities shall be paid \$1.00 per hour extra.

NOTE: The Employer agrees to its obligations under *The Pay Equity Act* and the parties agree as of the date of ratification that Pay Equity has been reached.

LETTERS OF UNDERSTANDING

1.. RE: Grandfathers - Maintenance

The parties agree to maintain the present practice of forty (40) hour work week with paid lunch – grandfather the ½ hour lunch period for the one (1) individual covered under the former CPESTU collective agreement while they are employed in their present classification only of, Plumber – Harold Labadie.

Time Owing - any outstanding time owing accrued as of date of ratification will have no time limitation applied. Time owing accrued after the date of ratification will be taken off in accordance with the CLAC Collective Agreement.

Vacation Entitlement – shall be grandfathered for the two (2) employees mentioned above while they are employed in their present classification only of Plumber or General Maintenance as follows:

Vacation pay shall be the appropriate percentage (2% for each week of vacation entitlement) of gross salary for work performed during the vacation year (September 1 to August 30) or salary for one (1) week's work for each week of vacation entitlement, whichever is greater.

If one of the above named employees works less than 1640 hours in the vacation year, they will receive vacation pay based on the appropriate percentage (2% for each week of vacation entitlement) of gross salary for work performed during the vacation year (September 1 to August 30).

2. RE: Employment Opportunity Line

The Employer agrees that the Employment Opportunity Line will remain in existence after the expiry of the Human Resources Plan and may be discontinued upon discussions with the Bargaining Unit.

3. RE: Mileage (Transitional)

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

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

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

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

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

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

- b. Mileage: The Alliance will pay mileage at the rate of \$0.38/km or Hospital Policy whichever is greater to an employee if the employee is assigned work at another site during the shift. The Employer will pay for 30 km one way from Chatham to Wallaceburg or vice versa and pay the return kilometres if it applies.

- c. Employees will not be requested to perform work at the other site without proper orientation and training.

4. RE: Temporary Full-time Supernumerary Positions (New Nursing Graduate Funding Initiative) RPN

The Hospital and CLAC agree to the creation of temporary full-time supernumerary positions for Registered Practical Nurses (RPN's) in accordance with the following provisions:

- a. The supernumerary positions are for newly graduated RPN's who graduated from a nursing program;
- b. Will work in a temporary full-time supernumerary position;
- c. Temporary full-time positions created in accordance with this Letter of Understanding will not be subject to internal postings;
- d. Will be considered temporary full-time and covered by the terms and conditions of full-time -employment and will be in formal mentorship arrangements;
- e. These supernumerary positions shall be in addition to the regular staff complement;

- f. Regular staff will not be cancelled as a result of these additional positions;
- g. The duration of such supernumerary appointments will be for six (6) months unless an employee in a supernumerary position has not successfully posted into a permanent position by the end of the six (6) month period, their employment will be extended for an additional six (6) week period as supernumerary full time, funded by CKHA;
- h. Employees in supernumerary positions can apply for posted positions but cannot transfer until after the three (3) month probationary period is completed;
- i. Seniority will not accrue for the period of employment in the supernumerary position;
- j. Either party may terminate this arrangement in the event of a layoff.
- k. The Parties, therefore agree that service will not accrue for the period of employment in the supernumerary position;
- l. In the event a new graduate RPN is successful in obtaining a position with the Alliance and transfers from the temporary position funded by the New Graduate Funding Initiative the seniority provisions of

the collective agreement will apply but will not be granted any seniority for hours worked during the period of employment funded by the New Graduate Funding Initiative.

5. Re: Article 25.02 - Full Time Job Picks Guidelines

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

- a. Should a vacancy become available within a classification within a department/unit that requires a job pick to be initiated in accordance with article 25.02; only those employees who hold a position within that classification and department/unit are eligible to take part in the job pick. The successful employee as result of the vacancy and subsequent job posting is not eligible to take part in that job pick and would assume the position left vacant after the job pick is completed.
- b. Should another vacancy occur within that classification within that department requiring another job pick to be initiated in accordance

with article 25.02, prior to the actual transfer of the employee who was successful in the job posting as outlined above, that employee then would be considered to hold a position within that classification within that department/classification (for the purposes of article 25.02 only) and would be eligible to take part in the job pick process.

6. Re: Temporary Research Opportunities in excess of six (6) months

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

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

7. Re: Cancellation of shifts due to Temporary Closures of the Operating Room, Post Anaesthetic Care Unit (PACU), Day Surgery and CSR Departments (only)

1. The parties understand and agree that full-time employees, who are re-assigned to one of the above mentioned departments only (inclusive of full time housekeeping employees assigned to one of the above referenced areas), may be scheduled to work outside their Master Rotation during the planned closure of the Operating Room/PACU, and its impact to Day Surgery and CSR Departments, during the Christmas closure period, March Break closure period, and Summer closure period.
2. The parties further agree that full-time employees described in item 1 above, who might with approval voluntarily choose to utilize vacation days from the next calendar year's vacation entitlement (for the Christmas period only) or take an unpaid leave of absence during one or more of these temporary closures and who might be interested to accept additional call-in shifts at regular rate of pay during the closure, must express their interest in writing to their Manager in advance of the schedule being posted. Full-time employees referred to in this section will be called for additional call-in shifts within their department (in the case of housekeeping employees, they can only be called in to work in

the area they are assigned to as referenced in #1 above) on the basis of seniority prior to regular part-time employees. For clarity, these additional call-in shifts shall not be construed as a call-back.

Dated at Chatham, Ontario this 16th day of September 2013.

"the Employer"

"the Union"

[Signature]

[Signature]

Diane Kay

Cindy Corbett

Dave Shear

Kevin Shaw

Bucky Alpe

Ray Walker

Vanessa M. Gadden

Margaret Gink

Yvonne George

El Huber

Leanne Crawford

[Signature]

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