

COLLECTIVE AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1132.02**

SEPTEMBER 29, 2023 to SEPTEMBER 28, 2025

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ARTICLE 1 - GENERAL PURPOSE PROVISION

- 1.01 It is the intent and purpose of the parties hereto that this Agreement shall:
- (a) protect and continue to improve the interests of the employees and the Employer;
 - (b) provide for prompt and practical adjustment of differences which may arise between employees and the Employer;
 - (c) ensure the harmonious and efficient operation of the Hospital as a public service institution, intended to provide the adequate hospital and clinical services to the general public;
 - (d) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees in the classifications of Registered Practical Nurse, Operating Room Technician, Certified Rehabilitation Assistant, Non-certified Rehabilitation Assistant, and Ambulation Assistant, save and except professional medical staff, graduate nursing staff, under-graduate nurses, co-op and undergraduate RPN students, graduate pharmacists, under-graduate pharmacists, graduate dieticians, technical personnel, supervisors, persons above the rank of supervisor, office staff, and persons covered by subsisting Collective Agreements.
- (b) For purposes of clarity, the term technical personnel comprises physiotherapists, occupational therapists, respiratory therapists, psychologists, electroencephalographists, electric shock therapists, medical social workers, laboratory, radiological, pathological and cardiological technicians, case room technicians, and isotope technicians. Ward assistants are part of the office staff and are not included in the bargaining unit.
- 2.02 The Employer undertakes that it will not enter into any other Agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.
- 2.03 The parties agree that in the event of new positions, sections and/or departments being created within the scope of this Agreement under the authority of the Hospital, the bargaining rights for the affected employees will be the subject of discussion and negotiation to determine the appropriate local Union jurisdiction.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
 - (b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts; to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
 - (c) generally manage the Hospital and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients and the public.
- 3.02 Management will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION'S RESPONSIBILITY

- 4.01 In accordance with the Ontario Labour Relations Act and the Ontario Human Rights Code, the Union accepts the following responsibilities:
- (a) It shall not intimidate or coerce employees into membership in the Union;
 - (b) Neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital save as expressly authorized by this Agreement;
 - (c) While this Agreement is in operation, there shall be no strikes, suspension or slow down of work, picketing, or any other interference with the operations of the Hospital, and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

5.01 The Employer shall deduct from each regular employee within the Bargaining Unit, the monthly dues as are levied by the Union in accordance with its Constitution and By-laws. It shall be a condition of remaining in the employment of the Employer that all future employees become and remain members in good standing and both parties shall abide by the terms of Article 4. Each employee shall authorize the Employer to make deductions in the following form:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1132.02 CHECK-OFF CARD	
Name:	Date: Phone Number:
The Windsor Regional Hospital, Windsor, shall deduct from the first pay the Union Initiation fee _____ and from the pay due me each calendar month, for the duration and as a condition of my employment, the sum of the monthly dues as certified by the Canadian Union of Public Employees and its Local No. 1132, and to pay the sum deducted to a designated official of the said Union.	
Witness _____	
Signature _____	

5.02 The amount of such dues shall be certified to the Hospital by an authorized officer of the Union.

5.03 Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.

5.04 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twenty-fifth (25th) day of the month following in which such dues were deducted. When available, the Employer shall deposit the Union Dues, by direct deposit, at the Union's choice of bank.

5.05 The record referred to in Article 5.04 above shall include the names of and addresses of new employees, and include names of employees from whom deductions were not made due to termination of employment. The Hospital shall also forward the names and addresses of all Union members once a year in the month of September to the Secretary of the Union.

- 5.06 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment, as contained in the herein Collective Agreement, and any rules that may be formulated under its terms.
- 5.07 Employees within the scope of the C.U.P.E. bargaining unit at Windsor Regional Hospital may elect, on a voluntary basis, to have professional fees deducted from their pay cheques for WeRPN (formerly R.P.N.A.O.) as mutually agreed with the Hospital.

ARTICLE 6 - UNION INTERVIEWS

- 6.01 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment at the end of every second pay period. It is understood that delays may occur, but it is agreed that in no case will more than a three (3) pay period delay be encountered.
- 6.02 A representative of the Union shall be given an opportunity to interview new employees as a group for a period not to exceed thirty (30) minutes during their initial orientation day. This will take place within regular working hours and without loss of pay and will be for the purpose of discussing with the new employees the benefits and duties of Union membership and the employee's responsibilities and obligations to the Hospital and the Union. Management shall designate a place and time on the Hospital premises for such interviews. The Hospital will notify the Union President of the names of new members, as soon as possible or at least one week in advance of the orientation day referred to above.

ARTICLE 7 - SENIORITY

- 7.01 Seniority is defined as the length of an employee's service within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.
- 7.02 (a) Until an employee has completed a probationary period of forty-five (45) days of work (or three-hundred and thirty-seven and one half (337.5) hours of work where the employee does not work the standard work day) within any twelve calendar months, **they** shall be considered to be on a probation, having no seniority rights. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dating from the date **they** commence **their** current period of employment.
- (b) With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to shall be in writing and will specify the length of such extension. The discipline, release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

- 7.03 An employee's seniority shall be cancelled and **their** employment shall be terminated for any of the following reasons:
- (a) If the employee quits;
 - (b) If the employee is discharged and **their** discharge is not reversed through the grievance procedure;
 - (c) If the employee has been laid off and fails to return to work within five (5) working days after **they have** been notified by the Hospital to do so through registered mail addressed to the last address on the records of the Hospital;
 - (d) If the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Hospital;
 - (e) If the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
 - (f) If the employee has been laid off for a period in excess of forty-eight (48) months without being recalled to work by the Hospital;
 - (g) If the employee retires;
 - (h) If the employee, as a condition of employment, within the first year of employment fails to complete registration or certification requirements.
- 7.04 Should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital, the Hospital agrees to the retention of seniority rights for all employees with the new Hospital.
- 7.05 A seniority list shall be submitted to the Union and posted **to the intranet** every six (6) months.
- 7.06 When two (2) or more employees have the same seniority between them, seniority shall be determined in alphabetical order of their last name at their last date of hire.
- 7.07 (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without **their** consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer, **they** shall be credited with the seniority held at the time of the transfer. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.

ARTICLE 8 - LAYOFF

8.01 (a) Notice

In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than five (5) months written notice of lay-off, or pay in lieu thereof.

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) A layoff shall not include a reassignment of an employee from **their** classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) reassignments will occur in reverse order of seniority;
 - (ii) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - (iii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work [Note: For the purpose of this Article, placing an employee in a lower-rated classification and red-circling their rate constitutes a reduction in the employee's wage rate];
 - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in Article 8.01 (a) and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off.
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or
 - c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 7 (WRH CUPE "Seniority" clause), the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be three (3) from each. Where, for the purposes of HSTAP (The Health Sector Training and Adjustment Panel), there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

The Redeployment Committee will seek the assistance of any federal or provincial program to cover cost of wages, tuition, books and any travel.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at **their** regular or premium rate as may be applicable.

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

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any lay-off(s) to the Local Health Integration Network or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

8.02 Lay-Off and Recall

An employee in receipt of notice of lay-off pursuant to Article 8.01 may:

- (a) Accept the lay-off, or
- (b) Opt to receive a separation allowance as outlined in Article 8.04; or
- (c) Opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan ("HOOPP") as provided in Article 20.07 (WRH CUPE "Pension Plan" clause); or
- (d) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 8.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of **their** intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.

NOTE: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight-time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight time rate at the level of service corresponding to that of the employee is within 10% of the laid-off employee's straight-time hourly rate.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature shall have the right to accept the lay-off or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided **they have** the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which **they were** laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Hospital.

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

No full-time employee within the bargaining unit shall be laid off by reason of **their** duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 8.01.

8.03 Benefits on Lay-Off

Employees who are on layoff following the expiration of the notice in Article 8.01(a) will be entitled to have the Hospital pay its share of insured benefits premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

8.04 Separation Allowances

- (a) Where an employee resigned within thirty (30) days after receiving notice of lay-off pursuant to Article 8.01(a)(ii) that **their** position will be eliminated, **they** shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program, within sixteen (16) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 8.01(a)(ii) that **their** position will be eliminated, **they** shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

- 8.05 Prior to issuing notice of lay-off pursuant to Article 8.01(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 8.01(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a prorated amount of any additional partial year of service, to a maximum ceiling of 52 weeks salary.

8.06 Voluntary Exit Option

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

- i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.

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

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

8.07 **Transformation in Health Care**

Seniority Recognition

Without prejudice to the Union's or Hospital's rights under the Collective Agreement, the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return on Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 48-month period.

Without prejudice to the Union's or Hospital's rights under the Collective Agreement, the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating hospital for that 48-month period.

Employees who are the successful applicant will return to the employ of the originating hospital with seniority and service intact.

8.08 Further to Article 8.01(c)(i), the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 9 - RELATED EXPERIENCE

9.01 An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be submitted within sixty (60) days of the date of hire and shall be accompanied by verification of previous related experience. Employees shall be advised of the process for submitting claims for related experience in writing at the time of hiring. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

ARTICLE 10 - JOB POSTING

- 10.01 (a) When a new full or part-time position is created or when a regular full or part-time vacancy occurs, the Employer shall post notice of the position on the Union bulletin board and on the Employer's website for seven (7) calendar days and a copy will be provided to the Union.
- (b) An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating **their** name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies by filling of a posted vacancy.

The name of the successful applicant for any vacancy filled under Article 10.01(a) and (b) will be posted. The Union will be provided with a complete list of all applicants for each position indicating the successful applicant.

- (c) It is understood that once an employee has been successful in securing a new position through the posting or transfer process and has been notified by the Hospital, the following procedure will apply:
- (i) The successful applicant, when applying for a part-time position from full-time status or vice-versa, shall confirm in writing to the Hospital of **their** decision on acceptance within forty-eight (48) hours of notification of appointment.
 - (ii) The successful individual will be required to remain in that position for a minimum of six (6) months from the date of first working in the position before being eligible to post into or transfer to a new position unless an opportunity arises which allows the employee to change **their** permanent status and/or prior to hiring externally for the position.
 - (iii) For positions in the renal department, successful applicants will be required to remain in the new department the position for a period of one (1) year beyond the department orientation subject to Article 10.04 subject to an opportunity arising within the renal department that results in a change in status.
 - (iv) Where an employee was part of a restructuring or reorganization that resulted in a layoff notice and bumping rights, (ii) will not apply.

10.02 Postings shall contain the following information: nature of position; qualifications; skills; and current hours of work, which are understood to be subject to change.

10.03 In making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority able to meet the normal requirements of the job.

Unsuccessful applicants, senior to the employee awarded the position, will be notified in writing. At the request of an unsuccessful applicant, the Hospital will discuss with the applicant ways in which **they** can improve their qualifications for future postings.

The Hospital will endeavour to transfer the successful candidate to their new position within forty-five (45) days of their acceptance of the position. If a successful candidate is not transferred within that time frame and is changing status from Part-time to Full-time, they will be scheduled Full-time hours and included in the benefits plan and paid all other benefits under the provision of the Collective Agreement at the forty-five (45) day mark.

10.04 The successful applicant shall be given a trial period of thirty (30) days worked. Conditional upon satisfactory service, the employee shall be assigned the position after the period of thirty (30) days worked (225 hours worked for extended tours). In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to or unwilling to continue to perform the duties of the new job classification, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

It is mutually agreed that within the trial period, an evaluation will be made of the employee, so the Hospital can assess the employee's performance in the new position and the employee will be made aware of any deficiencies.

10.05 Whenever job postings or job vacancies occur, the Employer shall consider employees who are on vacation, off sick, or on leave of absence for an expected period not to exceed six (6) weeks (except pregnancy/parental leaves), provided the employees have filed with the Employer, a valid transfer request as in Article 10.01(b) above.

10.06 An employee who is the successful candidate from a job posting after vacation schedules for that year have been approved, and before accepting their transfer, may request special consideration for the retention of their previously approved scheduled vacation and the Hospital will give the request reasonable consideration.

10.07 Temporary Vacancies

For the purpose of this Article, a temporary vacancy shall be defined as a vacancy of ten (10) consecutive working days or more, but which are not expected to exceed six (6) months and shall not include vacancies resulting from periods of vacation. Where the Hospital determines the need to fill a temporary vacancy, the following provisions will be enacted, immediately following the identification of such temporary vacancy:

- (a) Temporary full-time vacancies which will be under six (6) months, will be offered to part-time employees on the unit first, on the basis of seniority. If no part-time employee on the unit accepts the position, then such hours shall be distributed among the part-time employees on the unit willing to work such hours. Failing the availability of part-time employees on the unit to cover all the required hours, the remaining hours will be offered to other qualified part-time employees utilizing the availability list. Where no one is available, then the Hospital may hire a new temporary employee as per Article 10.07(d) below.
- (b) If a full-time temporary position arises that the Employer intends to fill and is expected to be for a period of time in excess of six (6) months the following procedure will apply:

- (i) The position shall be posted on a bulletin board where all employees may see it, and it shall remain posted for seven (7) days exclusive of Saturdays, Sundays and Holidays. The posting shall be numbered and shall state the classification, department, rate of pay, normal hours of work, and qualifications for such temporary assignment. Employees within the Bargaining Unit shall be eligible to apply for the position, provided they have the competence and skill to perform the work required. It is understood that only the originally vacated temporary position will be filled by the process.

Where a temporary vacancy occurs to replace employees who are on leave or the need arises for a temporary position due to a special non-recurring task and is not filled by a part-time employee as provided herein, the Employer shall hire a temporary employee to fill the position. Such employee shall have no bargaining unit status. The Employer shall supply to the Union the name and position of the temporary replacement and the name and expected date of return of the employee being replaced. Temporary employees shall pay Union dues effective from the first day of the month following their date of hire. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

In the event that the Hospital proposes to hire a temporary employee for a "special non-recurring task," it is agreed that the parties shall meet and review the circumstances for such project and the hiring shall be subject to an agreement between the Hospital and the Union.

- (ii) This Article would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed **their** probation period will be credited with the appropriate seniority.
 - (iii) The Hospital will outline to the Union the employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.
 - (iv) An employee who is offered and accepts a temporary vacancy must complete said vacancy prior to being considered for a new temporary vacancy.
- (c) When temporary part-time vacancies occur, all remaining hours on the posted schedule shall be distributed, on the basis of rotating seniority, among the part-time employees on the unit willing to work such hours. Any remaining hours will be offered to qualified part-time employees utilizing the availability list.

At the end of the posted schedule as indicated above, **where it is established that the vacancy is expected to be for six (6) months or longer, the Hospital will post the Temporary Part-time position for the initial and up to two (2) subsequent vacancies in accordance with Article 10. After that process is completed,** the Hospital may hire a new temporary employee to fill the scheduled hours of the part-time vacancy only. The new temporary employee shall be utilized for extra shifts according to seniority, as set out in the call-in process, Article 16 (WRH CUPE agreement "Hours of work" clause).

- (d) The Union agrees that the Hospital, after following (a), (b) and (c) above, has the right to hire temporary employees to fill temporary full-time or part-time vacancies.

Temporary hires will be employed for a specific term not to exceed six (6) months in duration except in the case where an individual leave exceeds this and in that case only until the individual returns. The Hospital agrees to notify the employee and the Recording Secretary of the Union in writing of the term of the employment period.

When the term needs to be extended beyond the original employment period, the Hospital will notify the Union of the reason and obtain approval from the Union for the extension. Such approval will not be unreasonably withheld.

Employees hired by the Hospital under this Article shall not accumulate seniority, nor be members of the bargaining unit, but shall pay Union dues.

Temporary employees hired under this provision shall be terminated at the end of their employment period as specified above unless the temporary employee secures another temporary position in which case their employment shall continue. Any temporary employee who is permanently hired shall have their seniority backdated to their original date of hire.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

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

11.02 Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off 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 Agreement.

ARTICLE 12 - NEGOTIATING COMMITTEE AND STEWARDS, UNION-MANAGEMENT COMMITTEE

12.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee composed of up to six (6) persons of the Hospital and of the Union (one of whom shall be the Local President), and will recognize and deal with said committee with respect to any matter which properly arises for its consideration.

(b) There shall be a Labour-Management Committee comprised of representatives of the Hospital, one of whom shall be the Director of Labour Relations or **their** designate; representatives of the Union, one of whom shall be the Local President or designate. The number of representatives from each party shall be up to four (4), and the number of representatives may be expanded by mutual agreement. The Committee shall meet every two (2) months unless otherwise agreed.

The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members. Approved and signed Minutes will be posted on all units.

The purpose of the Committee includes:

1. Promoting and providing effective and meaningful communication of information and ideas, making joint recommendations on matters of concern including the quality and quantity of care.
2. Dealing with complaints.
3. Discussing and reviewing matters relating to orientation and in-service programs.

The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.

12.02 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Stewards and two (2) Chief Stewards, to assist employees in presenting their grievances to the representatives of the Employer.

- 12.03 The Union acknowledges that the Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Permission from the supervisor will not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating the Agreement or while dealing with grievances, up to, but not including the arbitration process. Its application only relates to scheduled meetings or grievance investigation during and part of the normal working day.
- 12.04 If arbitration proceedings are invoked, the Employer agrees to maintain the normal payroll cheque distribution, however, will invoice the Union for the employee's lost time while attending these proceedings in an amount equal to the lost service of said employee.
- 12.05 (a) The President and one (1) Chief Steward shall be assigned duties on the day shift only, unless both positions are held by people working on the same unit in which case the President only would be assigned duties on the day shift. The President and one (1) Chief Steward shall be granted such time off with pay as may be reasonably necessary to investigate or adjust grievances.
- (b) The Hospital agrees to provide two (2) paid scheduled days off every two (2) pay periods to the two (2) Chief Stewards for the purpose of conducting Union business and attending meetings with the Employer.
- (c) It is understood that such (2) days will be prescheduled at a time mutually agreeable between the Union and the Employer.
- (d) In the event that another Union representative, other than the Chief Stewards, is taking one (1) of the allotted days provided in (b) above, advance written notice shall be provided to the Employer.
- 12.06 The Union will inform the Employer in writing of the names of Stewards and Chiefs and of any changes in the names of Stewards and Chief Stewards.

12.07 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of Hospital employees of the Union for the purpose of negotiating a renewal Agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team members' scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 19.

12.08 Central Bargaining Committee

- (a) Where the Hospital and the Bargaining unit both agree to participate in Central Bargaining, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from **their** normal straight time working hours at **their** regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from **their** normal straight time working hours at **their** regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from the Hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) Hospitals accordingly.

- (b) Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by their employers in accordance with (a) or Article 19.07 as the case may be, in order to fulfil the duties of their position.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

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

13.02 At any stage of the grievance procedure, an employee shall have Union representation.

13.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until **they have** first given **their** immediate supervisor the opportunity of adjusting **their** complaint. Such complaint shall be discussed with **their** immediate supervisor within seven (7) working days, excluding weekends and holidays after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) working days, it shall then be taken up as a grievance within seven (7) working days following advice of **their** immediate supervisor's decision in the following manner and sequence:

STEP 1 The employee may submit a written grievance signed by the employee to **their** immediate Supervisor/Manager. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate Supervisor/ Manager will deliver **their** decision in writing within seven (7) working days following the day on which the grievance was presented to **them**. Failing settlement, then:

STEP 2 Within seven (7) working days following the decision under Step No. 1, the employee may submit the written grievance to **their** Department Head or Vice-President who will arrange a meeting to discuss the grievance at a time and place suitable to both parties. The Department Head or Vice-President will deliver **their** decision in writing within seven (7) working days from the date on which the written grievance was presented to **them**. Failing settlement then:

STEP 3 Within seven (7) working days following the decision in Step No. 2, the grievance may be submitted in writing to the Director, Labour Relations or **their** designate. A meeting will then be held between the Director, Labour Relations or **their** designate and the Grievance Committee within seven (7) working days of the submission of the grievance at Step No. 3, or such date as is mutually agreed.

It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor shall be present at the meeting, unless the Hospital and the Union mutually agreed to exclude the grievor's presence. It is further understood that the Director, Labour Relations or **their** designate may have such counsel and assistance as **they** may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) working days following the date of such meeting.

13.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

13.05 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 identifying each employee who is grieving to the Department Heads or **their** designate within fourteen (14) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

13.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) working days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

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

13.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) working days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 13.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 13.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 13.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 13.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 13.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.
- 13.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 13.16 Grievances and replies to grievances shall be in writing at all steps.
- 13.17 The Hospital shall supply the necessary facilities for the grievance meetings.
- 13.18 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangement will be made to permit the conferring parties or the Arbitrator to have access to the Hospital premises and to have access to view working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - DISCHARGE OR SUSPENSION

- 14.01 Whenever the Hospital or its representative deems it necessary to give an employee a warning which is to become part of that employee's employment record, it shall be done in the presence of a Union representative, and the Hospital shall thereafter give written particulars of such warning to the employee involved with a copy to the Chief Steward of the Union.

- 14.02 The Employer shall not discharge, discipline or suspend any seniority employee without just cause. When an employee is discharged, disciplined or suspended, **they** shall be given the reason for such discharge, discipline or suspension in writing. A representative of the Union will accompany the employee when such reason is being given to **them**.
- 14.03 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13 Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 14.04 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such Board.
- 14.05 No document shall be used against an employee where it has not been brought to **their** attention, when put in the file. The Union shall be provided with a copy of any written notice to be provided to an employee that **they** may be subject to termination, demotion, transfer or other adverse impact for innocent absenteeism.
- 14.06 It is agreed that after a period of fifteen (15) months, the disciplinary letter will be removed from the employee's file, providing the employee is discipline free during the period.

ARTICLE 15 - STRIKES AND LOCKOUTS

- 15.01 It is mutually agreed that no strikes will be permitted by the Union and to this end the Union will take affirmative action, and no lock-out will occur by the Employer during the lifetime of this Agreement.

ARTICLE 16 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

The Hospital will endeavor to schedule mandatory in service programs during nurse's regular working hours. When a nurse is on duty and authorized to attend any in-service program within the Hospital and during **their** regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Hospital to engage in any learning opportunities outside **their** regularly scheduled working hours the nurse shall be paid for all time spent on 23 such learning opportunities at **their** regular straight time hourly rate of pay for up to one (1) hour. Any time beyond one (1) hour will be compensated by the Hospital at the applicable overtime rate.

16.01 Regular Tours

- (a) It is agreed that the normal and recognized working hours of all full-time employees within the Bargaining Unit shall be thirty-seven and one-half (37 ½) hours per week.
- (b) The normal daily tour shall be seven and one-half (7 ½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, **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 up to fifteen (15) minutes.**
- (c) **Should reporting time extend beyond fifteen (15) minutes at the change of tour, all time spent completing reports will be paid at the overtime rate.**

16.02 Rest periods

- (a) For employees on the normal daily tour, there shall be a fifteen (15) minute rest period during each half of a full shift.
- (b) Where an employee notifies **their** Manager, or designate, that **they have** been or will be unable to take the normal lunch break, upon approval such employee shall be paid time and one-half (1 ½) **their** regular straight time hourly rate for all time worked in excess of **their** normal daily hours.

16.03 Extended Tours

- (a) Extended tours are defined as shifts that exceed eight (8) hours, but do not exceed twelve (12) hours in length (inclusive of an unpaid meal break).
- (b) The first thirty (30) minutes of breaks shall be paid. The next forty-five (45) minutes of breaks in total shall be unpaid. The last fifteen (15) minutes of breaks in total during the shift shall be paid.
- (c) Where the Hospital agrees to implement a schedule with extended tours by **the Union**, the employees who would be subject to such a schedule shall vote on the proposed schedule. The Union will conduct the vote by secret ballot and a threshold of two-thirds (66.6%) must be achieved in order for the schedule to be implemented.

- (d) **When a full time employee wishes to propose a vote for an extended tour, they will approach the Union to do so. The Union will consider such requests with the Executive Board, and it will be decided by majority vote.**
- (e) A trial period of at least six (6) months shall be determined for the newly agreed to schedule and shall be identified as part of the information at the vote.
- (f) Where the Union provides notice of an intention to discontinue such a schedule, **the Parties will meet within two (2) weeks of receiving notice, in an attempt to resolve identified problems, considering the impact on patient care and scheduling. Thereafter, the Union will conduct a vote by secret ballot and a threshold of two-thirds (66.6%) of the affected staff in favour of discontinuance must be achieved. A vote will not be held more than once in any twenty-four (24) month period.**
- (g) Where the Hospital decides that the continuance of an extended tour arrangement is no longer feasible, the Union will be consulted and advised of such a decision not less than sixty (60) days in advance of the discontinuance.
- (h) Full-time employees working an extended tour schedule shall be scheduled seven (7) tours in a pay period consisting of hours (paid for 11.25 hours and 0.75 hours unpaid break).
- (i) The hours of work for extended tours shall be averaged over a specified period (12 weeks) to meet the needs of the scheduling requirements of each unit. Such averaging shall be agreed upon between the Hospital and the Union. As part of the vote for an extended tour master rotation or upon the revision of an existing master rotation, employees on the unit will vote as to whether the schedule is to be averaged over twelve (12) weeks.
- (j) Two (2) additional extended tours off without pay will be scheduled during the twelve (12) week period for each full-time employee.
- (k) The normal extended tours shall be defined as:
 - (i) 0700-1900
 - (ii) 1900-0700
- (l) Unless the Hospital and the Union agree alter extending tours to meet the needs of a specific unit. The parties agree that the day shift is the first shift of the day.

- (m) No employee working extended tours shall be scheduled more than four (4) consecutive extended tours days. Employees scheduled more consecutive shifts than outlined above shall be paid time and one-half (1-1/2) for all subsequent consecutive shifts except where the days are worked by the employee to satisfy specific days off requested by such employee or where the days worked are as a result of an exchange of shift with another employee. For clarity, this provision does not apply to any non pre-scheduled extra shifts that the employee may agree to work.
- (n) Full-time employees working extended tours shall follow a master rotation such that they are not scheduled less than two (2) consecutive days off at at any one time.
- (o) Employees working extended tours shall receive payment for the following entitlements as set out below:
 - (i) Bereavement days shall be paid on the basis of 11.25 hours at an employee's regular rate.
 - (ii) Sick days shall accumulate for part time staff in accordance with Article 23 (days being equivalent to 7.5 hours) but shall be paid on the basis of 11.25 hours at the employees' regular rate.
 - (iii) Vacation days shall accumulate in accordance with Article 18, but shall be paid on the basis of 11.25 hours at the employee's regular rate.
 - (iv) Full time employees shall receive twelve (12) lieu days off for holidays in accordance with Article 17 consisting of seven and one- half hours. Part-time shall accumulate holidays in accordance with Article 17.02.
- (p) Shift exchanges will only be allowed between shifts of the same duration within the same posted schedule.
- (q) Where an employee who regularly works eight (8) hour tours elects to work an extended tour, they shall receive their regular rate of pay for all hours worked unless the hours exceed seventy-five (75) hours in the pay period.

16.04 Meal Voucher

An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided **at with a ten dollars (\$10.00) meal allowance.** Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided a meal **allowance of ten dollars (\$10.00). This allowance will be non taxable and added to the employees cheque covering the period and shift to which it applies.**

- 16.05 It is understood that employees shall not be required to take time off in regular hours to equalize any authorized overtime worked unless employees request the following option. Employees who work overtime may accumulate and bank up to a maximum of seventy-five (75) hours for use in the fiscal year in which it was accumulated. All hours accumulated over seventy-five (75) hours will be paid out in the following pay period. Such lieu hours will be taken at a time mutually agreeable between the employee and the Employer. The Hospital will pay out any existing accumulated overtime banks owing to any employee on the last pay of March of each fiscal year. An employee may request to have overtime hours.
- 16.06 Full-time and part-time employees' tour schedules and days off will be posted so as to have the current schedule plus six (6) weeks posted in advance. There shall be no change to such schedule after being posted unless by mutual agreement of the Hospital and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of the Hospital.

The Manager will provide timesheets to the Chief Steward if requested. When the Hospital has decided to implement a change with respect to a scheduling practice the Union President shall be notified before said implementation.

16.07 Distribution of Scheduled Shifts

The Union and the Hospital agree that scheduled shifts for part-time employees shall be distributed equitably among the part-time employees assigned to a Unit.

Distribution of Extra Shifts and Overtime

Shifts which become available on a unit for any reason after the schedule has been posted will be offered on the following basis:

Call-In Process

1. Regular part time employees at straight time on the unit on the basis of seniority in rotation.
2. Temporary part time employees at straight time on the unit ONLY. Should a temporary employee accept a call-in the call-in process continues from the last regular part time to be called. It does not continue from the last temporary employee called in.
3. Regular part time employees at straight time off the unit in accordance with Article 16.08.
4. Offer overtime to full time and regular part time employees on the unit (integrated seniority list). Part-time employees who declined the shift at straight time do not get called in for overtime for that same shift.
5. Temporary employees on unit ONLY are to be called for overtime.

6. Offer overtime to full time and regular part time employees off the unit (integrated seniority list) in accordance with Article 16.08. Part-time employees who declined the shift at straight time do not get called in for overtime for that same shift.
7. Employees who would qualify for payment at two times (2x) their regular rate in accordance with Article 16.08 will be offered shifts after staff have been offered shifts under steps one (1) to six (6) above.
8. Full time or part time employees on the unit who are on vacation but have indicated to their Manager in writing that they are available to work during vacation are to be called once steps one (1) to seven (7) above have been used. Managers will ensure schedules will identify employees on vacation.

Employees electing to work additional shifts on other units must submit their availability and contact information to that unit manager in writing and must follow the process set out in Article 16.08.

All available additional shifts will be offered to employees as a full shift in both straight time and overtime situations prior to offering employees the ability to work part of the available shift.

For shifts being called out within a 24-hour period, a shift will be deemed to be offered whenever a call is placed.

For shifts being offered greater than 24 hours in advance, employees will be given the same time period to respond.

When a part time employee accepts an additional shift, **they** must report for that shift unless arrangements satisfactory to the Hospital are made.

The Call-In Process must be exhausted prior to transferring any scheduled employee from another Unit. However, where census is reduced and/or would have the effect of an employee being sent home, this factor will be taken into consideration.

16.08 Off Unit Call-In Process

- (a) Employees off unit cannot be scheduled on a unit to which they are not currently assigned but can be offered shifts after the schedule has been posted.
- (b) Employees on a unit may not switch or give away a shift to an employee "off unit" until expressly authorized and approved by the unit manager on the unit where the shift is to be worked. Employees on a unit wishing to switch or give away a shift must follow the process in Article 16.07.

- (c) Employees "off unit" must indicate their interest in writing with contact information to the unit manager to be considered to work on that unit. No shift may be worked until such time as the manager has indicated that the employee is authorized to be placed on the off unit list. Once approved, the Manager must ensure that the employee is provided with access to any systems needed to work on that unit.
 - (d) Before being placed on the "off unit" list, nurses must have the qualifications (i.e. OR certification) to perform the regular duties of the employee working on that unit. Nurses must be able to take a patient assignment for the unit when they accept a shift.
 - (e) Prior to being put on the "off unit" list, nurses will be required to obtain the necessary orientation and training on their own time and at their own expense. Each unit will have the ability to set the parameters for training on their unit and may limit the number of nurses being trained for extra "off unit" shifts at any one time.
 - (f) Once placed on an "off unit" list it is understood and agreed that to be considered for shifts, the employee must have worked on that unit for at least one full shift within the previous twelve (12) month period without further training or orientation. If they have not worked on that unit for in the past twelve (12) months, their name will be removed from the "off unit" call in list.
 - (g) Employees cannot be placed on the "off unit" call in list for the renal program unless they have worked in the renal program within the last six (6) months and have successfully passed the in-house training programs.
 - (h) At the time that they are called for "off unit" shifts, nurses must declare their status as to whether they are in a straight time or overtime status. Nurses cannot waive their right to premium pay to work a shift at straight time if they are in an overtime situation. In the event that a nurse indicates that **they are** at straight time when they are in overtime, their name will be removed from the call-in list.
 - (i) No employee may work "off unit" if, by working such a shift, they will work more than sixteen (16) hours in one day (24-hour period). Employees may not waive this provision.
 - (j) Where an employee has been removed from the "off unit" call in list due to inability to perform the regular duties of the unit, the employee and the Union shall be notified of the reasons for the removal.
- 16.09 (a) Each unit will have a designated "Float Book" to be used when a nurse on a unit is to be reassigned to another unit for a partial or single shift to assist with patient care needs. Such reassignment is to be done on a rotational basis based on the date of last shift floated, regardless of full or part time status. Any conflict will be resolved by the least senior employee from the seniority list being reassigned.

- (b) Probationary employees will not be floated to another unit during their probationary period.
- (c) Voluntary absent time on a unit resulting from a decrease in the patient census on the unit will be offered as follows:
 - i) Where the absent time is offered prior to the start of a scheduled shift, the absent time will be offered by seniority of the employees scheduled to work that shift. Employees may accept such absent time and use available lieu time or vacation time that has not already been scheduled or take the time unpaid provided that they will be able to take all of their banked time prior to fiscal year end and there is no impact on pensionable hours.
 - ii) Where the absent time is offered during a scheduled shift, it will be offered by seniority of employees working on the shift, with the exception of employees who are engaged in an activity or providing care where patient safety may be compromised at the time such offer is made or where it would not be practical to do so (e.g. if the time contemplated to report off and transition to another employee is reasonably believed to be greater than half of the time of the period of absent time being offered). Employees may accept such absent time and use available lieu time or vacation time that has not already been scheduled or take the time unpaid provided that they will be able to take all of their banked time prior to fiscal year end and there is no impact on pensionable hours.
- (d) Where the Hospital forces an employee to leave during a scheduled shift due to the patient census being down, the employee may choose to take the time as lieu or vacation or unpaid, at the employee's choice.

16.10 Overtime

- (a) The Employer shall pay time and one half (1 ½) the regular rate of pay, calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 ½) hours (regular tours) or eleven and one quarter (11¼) hours (extended tours) in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time and for all hours worked in excess of seventy-five (75) hours (regular tours) or seventy-eight and three quarter (78.75) hours (extended tours) per pay period. Work performed on a full-time employee's scheduled day off shall be paid at the rate of time and one half (1 ½). Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where a nurse is engaged in reporting functions at the end of their normal daily tour.

- (b) Where an employee is working on a tour that is paid at overtime (1 ½) and the employee works additional hours following **their** overtime tour , the Employer shall pay two (2x) times the regular rate of pay, calculated to the nearest fifteen (15) minutes worked for additional hours worked in excess of seven and one-half (7½) hours (regular tours) following the overtime tour or eleven and one quarter (11 ¼) hours (extended tours) following the overtime tour consecutively . This provision will not apply to hours worked on a subsequent regularly scheduled tour for such employee.

- 16.11 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change in shift at the request of an employee or a changeover to Daylight Savings Time from Standard Time or vice versa or a mutually agreed exchange of shifts by two employees. All time in these instances will be paid at straight time.
- 16.12 The Employer undertakes that every effort will be made to effect replacements of employees who are absent for any purpose immediately after the absence is made known to the Employer if replacement is required.

16.13 Reporting Pay

Employees who report for any scheduled or called-in shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

- 16.14 An employee requesting specific shifts on a permanent basis shall be granted such request when a vacancy occurs. Such request shall not be unreasonably denied provided, however, that an employee may be moved from such a permanent shift to another shifts, for performance appraisals, in-service training or if such a move is considered necessary to improve **their** standard of care. The employee will be made aware of the reason they are required to change shift.

A full-time employee will not be scheduled to work on two (2) different shifts in any two (2) week period, unless agreed upon by the employee and Hospital, in writing.

All full-time and part-time employees will be given preference for shift scheduling on the basis of seniority. Employees will indicate their scheduling preference as to days/evenings or days/nights. Employees who are working days/evenings or days/nights may indicate in writing to their Manager once per year no later than September 1 whether they wish to change their shift selection and that request will be considered on the basis of seniority. Such changes will be effective on the first posted schedule for the month of November

Further, when permanent staffing changes occur within the department, employees transferring into the department will be given the opportunity to select their preference for shift (days/evenings or days/nights) on the basis of seniority. It is recognized that such selection will be done on the basis of seniority and may impact the shift selection of lesser senior employees in the department.

Any employee who wishes to rotate all three (3) shifts must put **their** request in writing to the Hospital.

The Hospital will schedule part-time employees who rotate, to work no more than two (2) different shifts in any two (2) week period, unless agreed upon by the employee and Hospital, in writing.

The shift preference referred to in this Article is not a guarantee of a specific shift.

16.15 Four (4) days off will be scheduled in each two (2) week pay period.

16.16 A period of at least sixteen (16) consecutive hours shall be scheduled between regular hours of duty, including call-ins, and twelve (12) hours between extended tours of duty. Failure to provide at least sixteen (16) hours between regular tours, including call-ins, or twelve (12) hours between extended tours shall result in payment of time and one-half (1 ½).

For the purposes of the call-in procedure, the Hospital may skip over any individual to whom the overtime provision described above would apply. Said individuals will only be included once the shift is determined to be overtime.

16.17 An employee will not be required to work more than five (5) consecutive days unless it is:

- (i) At the employee's request, or
- (ii) To accommodate a change of shift, or
- (iii) Such employee has requested weekend work.

Premium pay will be paid for all hours worked on the sixth and subsequent consecutive shifts. It is understood that additional unscheduled shifts accepted are not subject to this provision.

16.18 Consecutive Weekends Worked

- (a) The Hospital will schedule employees to work no more than one (1) weekend in two (2).

- (b) Definition of a weekend: For the purposes of consecutive weekends worked, weekend tours will include the first shift Saturday known as the midnight shift and ending the last shift Sunday known as the afternoon shift. For extended tours for this purpose will include the Day tour on Saturday and be inclusive of the night tour on Sunday. For extended tour schedules a weekend shall be defined as sixty (60) consecutive hours of work during the period following the completion of the Friday day shift until the commencement of the Monday day shift. For departments that work a reduced weekend schedule a weekend worked shall be defined as working a scheduled Saturday or Sunday.
- (c) A full-time member of the bargaining unit having been scheduled for and having worked both the Saturday and the Sunday of their scheduled weekend will be paid premium time for any hours worked on the following weekend unless those hours are worked due to one of the exclusions listed below.
- (d) For part-time employees of the bargaining unit, the Hospital agrees to pay premium time for all hours worked on a weekend which follows a weekend where both the Saturday and Sunday were worked at straight time, on either a pre-scheduled or call-in basis unless those hours worked are due to one of the exclusions listed below.
- (e) Exclusions: A member of the bargaining unit will not receive premium pay for a consecutive weekend worked if:
 - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee. All such requests must be presented in writing.
 - ii) Such employee has requested to work weekends only. This request to be in writing with a copy to the Union.
 - iii) Such weekend is worked as the result of an approved exchange of shifts with another employee, vacation, or leave of absence. All such requests must be presented in writing to the Manager and initialed by the parties.
 - iv) It is understood and agreed that while part-time employees have a commitment to be scheduled to work at straight time at least one (1) weekend in two (2) there is no guarantee that they will be so scheduled.

16.19 Christmas Scheduling

- (a) In order to accommodate requests for two (2) weekends off with five (5) days vacation or scheduling for Christmas and New Year's holidays, the Hospital may schedule employees to work two (2) consecutive weekends, however, premium time for said consecutive weekends worked will be waived. It is understood that a third consecutive weekend worked would be paid at premium time. This will be done in a fair and equitable manner.
- (b) The Hospital and the Union will meet to discuss Christmas Scheduling. The first meeting will take place in August during which dates and timelines will be agreed upon for subsequent meetings. The purpose of these subsequent meetings will be to review relevant language of the Collective Agreement and address any issues so that all departments will be able to post the vacation schedule on time.

16.20 Weekend Premium/Shift Premium

Shift Premium

A night shift premium of two dollars and ninety-eight cents (\$2.98) will be paid for all hours worked between 2300 hours and 0730 hours.

An evening shift premium of two dollars and twenty-six cents (\$2.26) per hour for hours worked will be paid for all hours worked between 1500 and 2300 hours.

Weekend Shift Premium

A weekend shift premium of three dollars and fourteen cents (\$3.14) will be paid for all hours worked for the 48 hour period commencing 2300 hours on Friday.

16.21 Standby

- (a) An employee who is required to remain available for duty on stand-by outside the regularly scheduled working hours shall receive stand-by pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of stand-by scheduled by the Hospital. The stand-by pay shall cease where the employee is called in to work and works during the period of standby.
- (b) Where such standby duty falls on a paid holiday as set out in Article 17, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.

16.22 Ambulance Escort

Where a Registered Practical Nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the Registered Practical Nurse performs such duties during **their** regular shift, **they** shall be paid **their** regular rate of pay.

Where the Registered Practical Nurse performs such duties outside **their** regular shift or on a day off, **they** shall be paid the appropriate overtime rate.

- (b) The Hospital will not require a Registered Practical Nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into **their** next regular scheduled shift, **they** will maintain **their** regular earnings for that shift.
- (c) In addition to the foregoing payment, actual hours spent in return travel shall be paid at straight time.
- (d) The Registered Practical Nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions. It is understood that the Registered Practical Nurse shall return at the earliest opportunity.

- 16.23 (a) RPN's may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Accountability Standards for R.N's and R.P.N's working with Students. RPNs will be informed in writing to their responsibilities in relation to these students. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the RPNs recruited to supervise the students. Upon request, the Hospital will review the RPN's workload with the RPN and the student to facilitate successful completion of the assignment.

- (b) RPNs are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

- (c) **Student Preceptorship**

Employees may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Practice or Physio College guidelines-Supporting Learners. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made

available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurses' workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned student supervision duties, the Hospital will pay the nurse a premium of one dollar and twenty cents (\$1.20) per hour for all hours spent supervising the students.

(d) Mentorship

RPNs may, from time to time, be assigned a formal mentorship role for a designated RPN. Mentorship is a formal supportive relationship between two (2) RPNs which results in the professional growth and development of an individual practitioner to maximize **their** clinical practice. The relationship is time-limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship; however, orientation with a new staff person to the unit where the employee is assigned to work with the new staff person for the shift will be covered by this provision.

After consultation with the RPN being mentored, the Hospital will identify the experiences required to meet **their** learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

The Hospital will provide, on a regular basis, all RPNs with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any RPN, the Hospital will discuss with any unsuccessful applicant ways in which **they** may be successful for future opportunities.

The Hospital will review the mentor's workload with the mentor and the RPN being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will pay the RPN for the assigned additional responsibility outlined in (c) a premium of **one dollar and twenty cents (\$1.20)** per hour, in addition to **their** regular salary and applicable premium allowance.

16.24 Call Back

- a) If an employee has completed **their** regularly scheduled tour and left the Hospital and is called in to work outside **their** regularly scheduled working hours, **they** shall receive double (2x) **their** regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at double (2x) **their** regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into **their** regularly scheduled shift. In such a case, **they** will receive double (2x) **their** regular straight time hourly rate for actual hours worked up to the commencement of **their** regular shift.
- b) Taxi service will be paid for within the city limits and employees using their own vehicle will receive a mileage allowance of **fifty-five (\$0.55) per kilometer. The maximum mileage allowance per call-in is twenty-five dollars (\$25.00).**

Clarification Note: The call back pay will be applied within 24 hours of the end of the previous shift.

16.25 The Hospital will endeavour to provide a minimum of four (4) shifts per pay period for all part time employees.

16.26 In-Service Programs

- (a) The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours.
- (b) When an employee is on duty and authorized to attend any in-service program within the Hospital during **their** regularly scheduled working hours, the employee shall suffer no loss of regular pay.
- (c) When an employee is required by the Hospital to engage in any learning opportunities outside **their** regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at **their** regular straight time hourly rate of pay. If in-service programming results in entitlement to overtime the overtime will be compensated by the Hospital at the applicable overtime rate.

ARTICLE 17 – PAID HOLIDAYS

17.01 The following paid holidays will be recognized by the Hospital:

New Year's Day (to be observed on January 1)
Third Monday in February (Family Day)
Good Friday
Victoria Day
Second Monday in June
Canada Day (to be observed on July 1)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day (to be observed on November 11)
Christmas Day (to be observed on December 25)
Boxing Day (to be observed on December 26)

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

17.02 (a) If a full-time employee is scheduled to work on a paid holiday and actually works, then **they** shall be paid at the rate of time and one half (1 ½) for work performed on such holiday in addition to the employee's regular pay (holiday lieu day)

If requested prior to the holiday, an employee may be paid at the rate of time and one half (1 ½) for work performed on such holiday and in addition, have an alternative day off with pay at the regular rate (holiday lieu day). The Hospital shall issue payment for the time off if it is not taken by the last pay of March of the fiscal year.

Part-time employees working on a holiday shall be paid time and one half (1 ½) for all hours worked in addition to the holiday pay to which they are entitled (as the part-time employees hours bear to full-time in the preceding thirteen (13) weeks).

Employees working an extended tour schedule shall be entitled to a holiday lieu day of seven and one half hours (7.5 hours) and part time employees working such schedules will be entitled to a prorated amount as their hours bear to full time In the preceding thirteen (13) weeks.

- (b) An employee required to work overtime on a paid holiday will receive two (2) times **their** normal hourly rate for all overtime hours worked.

Where an employee is required to work on a paid holiday, or on an overtime tour, or on a tour that is paid at the rate of time and one half (1 ½) **their** regular straight time hourly rate, and **they are** required to work additional hours following **their** full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee), **they** shall receive two (2) times **their** regular straight time hourly rate for such additional hours worked.

- (c) If an employee is scheduled to work the weekend of a paid holiday, **they** shall be scheduled to work the paid holiday if the paid holiday falls on a Monday or Friday coinciding.

If the employee is not scheduled to work the weekend of the paid holiday, **they** shall be scheduled off the paid holiday if the paid holiday fall on a Monday or a Friday coinciding.

The employee may exchange the schedule paid holiday shift provided the exchange is agreeable to the Manager. Such shift exchange shall not be unreasonably denied.

The term "weekend" is as defined in Article 16.18(b).

This provision does not apply to nurses working on an extended tour schedule.

17.03 Holiday Observed While on Vacation

In the event that a holiday occurs during an employee's vacation period, the employee shall be entitled to one (1) additional day of vacation with pay. The extra day shall be taken in conjunction with **their** vacation period or shall be taken at a time mutually agreed upon between the employee and the Employer within four (4) weeks of the date of the holiday.

17.04 Christmas or New Year's

When a Nursing Unit or department is open continuously through Christmas and New Year's and is working seven and one half (7.5) hour tours, all employees in that service shall be entitled to take at leave five (5) consecutive days off at either Christmas or New Year's in accordance with their classification seniority provided that the Department Heads or Unit Managers are satisfied that enough experienced personnel are detained to provide proper and adequate service in those classifications. Employees working extended tours shall be entitled to take off at least four (4) consecutive days off at either Christmas or New Year's. The Hospital shall endeavour to schedule time off at Christmas to include December 24, 25 and 26. The time off at New Year's shall include December 31 and January 1. Where it is possible to give both Christmas and New Year's off, it will be according to the Unit seniority. It is understood that full-time and part-time seniority will be integrated for this purpose.

ARTICLE 18 – VACATIONS

18.01 Calculating Vacations

For the purpose of calculating vacations and eligibility, the vacation year shall be from May 1st of any year to April 30th of the following year.

18.02 Employees within the bargaining unit who have completed less than one (1) year of seniority with the Hospital as of May 1st, but more than three (3) months, shall receive a vacation with pro rata pay on the basis of one and one quarter (1 ¼) days of pay for each completed month as of May 1st but, in any event, such vacation pay shall not be in excess of the equivalent of three (3) weeks' pay.

18.03 Vacation Entitlement

Employees within the bargaining unit receive the following vacations with pay on completion of the following years of service:

- (a) One (1) year but less than five (5) years seniority- three (3) weeks;
- (b) Five (5) years but less than twelve (12) years seniority- four (4) weeks;
- (c) Twelve (12) years but less than twenty (20) years seniority- five (5) weeks;
- (d) Twenty (20) years but less than twenty-eight (28) years seniority- six (6) weeks; and
- (e) Twenty-eight (28) years or more - seven (7) weeks.

Part-Time Vacation Entitlement

Part time employees shall be paid the same proportion of a full-time employee's vacation entitlement as their hours worked bear to full time.

18.04 The calculation of vacation entitlement shall be made on the basis of service attained as of May 1st in each year, but if an employee attains sufficient service to qualify for a four (4) five (5), six (6) or seven (7) week vacation with pay between May 1 and September 30 in any year, **they shall be considered as qualified on May 1 in that year.**

18.05 Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of the Hospital, employees shall be granted vacation periods requested in accordance with their service. During prime time, vacations shall be taken in blocks of three (3) weeks or less. Prime time is defined as the months of June, July, August (1st Saturday in June to 1st Friday before Labour Day in any year). **During the Christmas vacation period identified in 17.04 only one week of vacation can be taken to cover one of the identified holiday times referenced in that Article.**

18.06 If an employee is absent because of an injury for which **they are** receiving workplace safety and insurance benefits, vacation credits shall continue to accrue for six (6) months from the date the accident occurred.

18.07 Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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

18.08 Vacation entitlement may not be split into periods of less than one (1) week unless agreed to by the Hospital and the employee. The Hospital shall grant the utilization of single vacation days up to a maximum of ten (10) days for employees who are entitled to three (3) weeks and four (4) weeks vacation and up to a maximum of fifteen (15) days for employees who are entitled to five (5) weeks or greater provided that they are scheduled at a mutually agreeable time, and requested a minimum of seven (7) days in advance.

18.09 Vacations are to be taken during the year in which an employee is entitled; however, vacations may not be paid out except in the following circumstances:

(a) Where an employee was absent for legitimate reasons and has accumulated vacation credits which, if carried over, would result in accumulated vacation credits in excess of the normal vacation entitlement for their years of seniority, the excess would be paid out.

- (b) Where a request has been granted to carry over a maximum of one week of vacation in to the next vacation year for a special event or circumstances and such circumstances are changed, the vacation time may be paid out or the vacation time taken. It is understood that carry-over requests are granted or denied at the sole discretion of the Employer and the decision to take or to pay, in the event of cancellation, is that of the Employer.
- (c) It is understood and agreed that vacation carry-over for the purposes of (b) above cannot be used during prime vacation time nor used to displace vacation time of a more senior employee.

18.10 It is agreed by the Hospital and the Union that the following guidelines will be used to plan, organize and schedule vacation requirements in the various units of the Hospital.

- (i) All employees will schedule their vacation to be taken within the vacation year. The Hospital shall post a list of all employees showing their vacation entitlement and service. Any vacation that is not scheduled within the guidelines, will be considered on a first come, first serve basis.
- (ii) Vacations will be granted on the basis of seniority.
- (iii) In order to cancel vacation requests, employees must obtain pre-approval from their Manager and must provide an alternate time to take the vacation.
- (iv) If an employee fails to schedule their vacation in a timely manner, their Manager will meet with them to ensure all vacation is scheduled by April 30 of each year.

Starting January 15 through February 22 of each year, the Manager will meet and ask the employees, according to seniority, for their vacation request. Employees are required to make a decision within forty-eight (48) hours following the request by the Manager. A draft vacation schedule shall be posted by April 5 of each year.

Only those employees who did not receive their initial request for vacation time shall than be permitted to submit new vacation requests. All requests shall be submitted prior to April 20.

A final vacation schedule shall than be posted by May 1 of each year.

Any vacation requests submitted on or after May 1 of each year shall be granted on a first come first served basis.

18.11 Should an employee who has commenced **their** scheduled vacation agree, upon request by the Hospital, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times **their** basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which **they have** so worked. Employees on vacation shall be the last to be called in for this shift.

18.12 Part time employees shall be entitled to vacation pay based upon years of service with the Employer on all wages earned.

Less than 2 years	- 4% - paid over 10 days
After 2 years of service	- 6% - paid over 15 days
After 5 years of service	- 8% - paid over 20 days
After 12 years of service	- 10% - paid over 25 days
After 20 years of service	- 12% - paid over 30 days
After 28 years of service	- 14% - paid over 35 days

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Leave of absence without pay or other benefit may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence. An employee's request for leave of absence shall not be unreasonably withheld. Requests for leave of absence shall be made in writing two (2) weeks in advance of commencement and shall specify the reason. The Employer shall respond within seven (7) calendar days. This provision for advance notice shall be waived in cases of emergency. It is understood this Article includes leaves for Board members of WeRPN (formerly R.P.N.A.O.) and/or College of Nurses.

19.02 During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in disciplinary action being taken.

19.03 Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for two (2) months or less.

19.04 Pregnancy Leave

(a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of **their** delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

(b) The employee shall give written notice at least two (2) weeks prior to the date upon which **they** intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date.

- (c) An employee may begin **their** pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (17) weeks after it began. The employee may end the leave by giving at least four (4) weeks written notice of the day **they** intend to return.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) plan, an employee on pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall apply for and be paid a Supplemental Employment Benefit. The benefit will be equivalent to the difference between ninety-three percent (93%) of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.
- (e) The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on their last day worked prior to the commencement of the leave, times **their** normal hours plus any wage increase or salary adjustment that **they** would be entitled to receive if **they** were not on pregnancy leave. For clarity, an employee will be entitled to wage rate increases that impact the wage rate paid on **their** last day worked prior to the commencement of the leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the first one week of the leave while waiting to receive Employment Insurance benefits.

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

19.05 Parental Leave

- (a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own.

Such leave must commence within thirty-five (35) weeks of the day the child was born, or comes into the custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) (18 months) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) (12 month) of the *Employment Insurance Act*.

- (b) An employee must give at least two (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.
- (c) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Hospital at least four (4) weeks written notice of that day. In the case of adoption, the employee who is an adoptive parent may request that parental leave to be extended to twenty-four (24) weeks duration.
- (d) An employee on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental Benefits, pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that **they are** in receipt of Unemployment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eighteen (18) weeks.

The employee's regular weekly earning shall be determined by multiplying **their** regular hourly rate on **their** last day worked, prior to the commencement of the leave, times **their** normal weekly hours plus any wage increase or salary increment that the employee would be entitled to if **they** were not on parental leave. For clarity, an employee will be entitled to wage rate increases that impact the wage rate paid on **their** last day worked prior to the commencement of the leave.

In addition to the foregoing, the Hospital will pay the employee 93% of **their** normal weekly earnings during the one-week period of the leave while waiting to receive Employment Insurance Benefits

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

- (e) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- (f) Employees will continue to be enrolled in all pension and benefit plans included in Article 20 of this Agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such benefit plans may make such arrangements with the Hospital as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post dated cheques.

- (g) The employee shall be reinstated when the leave ends to the position the employee most recently held, on the same shift and at the same rate of pay, if it still exists, or to a comparable position, if it does not.
- (h) It is understood that during pregnancy leave or parental/adoption leave, seniority shall continue to accrue. Credit for service for the purpose of vacation entitlements shall be accumulated; however, vacation pay would be proportional to hours worked in the vacation year. Sick leave credits for part-time employees will not accrue during such period.

19.06 Bereavement Leave

An employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, in conjunction with the death of a spouse, child or parent. Three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of a grandparent, grandparent of spouse, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-children, step-sister, step-brother and legal guardian. One (1) day of leave shall be granted for **their** aunts, uncles, nieces and nephews. Spouse for the purposes of bereavement will include partners of the same sex.

For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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

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

When an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.

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.

The Employee shall reschedule such vacation at a time mutually agreeable to both the employee and the Hospital. The employee shall not reschedule vacation, which shall result in the displacement of another employee.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days total, in order to accommodate religious and cultural diversity.

19.07 Union Leave

- (a) Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. The Hospital will grant the first request for leave of absence and will allow subsequent leaves of absences so long as the leave does not create staff shortages on the home unit of the employee making such request. It is understood that no more than one (1) employee in the bargaining unit may be on such leave of absence at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate for employees during such leave on the basis of what **their** normal regular hours of work would have been. Service shall accumulate for employees during such leave to a maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of the premium of any of the following benefits which they elect to participate during such leave: semi-private, drug, dental and vision. It is understood that no other benefits unless mutually agreed are available during such leave. The employee shall notify the Hospital of **their** intention to return to work as soon as possible, but no later than six (6) weeks prior to the date of such return. The employee shall be returned to **their** former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. The Hospital may fill the vacancy resulting from such leave on a temporary basis.
- (b) Union business shall be considered good cause for leave of absence without pay or other benefit, and an employee elected or selected to attend conventions, seminars, educational classes or other Union business shall be granted leave of absence.

Leave of absence for Union business shall be applied for in writing by the employee to **their** Department Head. When possible, such request shall be submitted at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time **they** shall be away from **their** work and the purpose of the leave.

The Employer agrees to maintain the normal wages and benefits during absences for Union business. The Hospital will invoice the Union, not less than every six (6) months, for the employee's wages and benefits.

19.08 Jury Duty

Employees who are called to serve as jurors or subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of **their** duty, the employee shall obtain a certificate from the Court showing the period of **their** jury or witness service and shall deposit this certificate together with the full amount of the compensation, but not including travelling allowance, with the Hospital Business Office.

19.09 (a) Leave for Board of Directors, Education Committee

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

(b) Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses to write examinations to upgrade **their** employment qualifications.

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

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

Employees may apply for a leave of absence without pay but with full credit for service and seniority in order to fulfill any personal professional development opportunity.

- (c) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

When an employee is on duty and authorized to attend any in-service program within the Hospital and during regularly scheduled working hours, **they** shall suffer no loss of regular pay. When an employee is elected or appointed to a Hospital Committee, during **their** regularly scheduled working hours, **they** will suffer no loss of regular pay. If the meeting or in-service commences prior to **their** tour of duty or extends beyond **their** tour of duty, **they** shall be paid at straight time. Such hours to be submitted in writing to the Department Head by the employee.

Where the Hospital requires e-learning, it will make reasonable efforts to enable Hospital e-learning requirements during an employee's regular working hours. Where a nurse is unable to complete required Hospital e-learning during regular working hours and is required to complete Hospital e-learning outside of **their** regular working hours, the Hospital will identify in advance the time that will be paid at **their** regular straight time hourly rate of pay.

The delegation of added nursing skills and sanctioned medical acts (special procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

19.10 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, twenty percent (20%) of the employee's *gross* annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to **their** former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
- (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

This letter of application from the employee to the Hospital to enter the prepaid leave program will be amended to and form part of the written agreement.

19.11 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.
4. For the purposes of this Article, the individuals referred to in this Article are:
 - the employee's spouse
 - a parent, step-parent or foster parent of the employee or the employee's spouse
 - a child, step-child or foster child of the employee or the employee's spouse
 - a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
 - the spouse of a child of the employee
 - the employee's brother or sister
 - a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise **their** Hospital that **they** will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

19.12 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 week period in accordance with Section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had **they** not been on compassionate care leave, the employee shall be reinstated to **their** former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 20 – HEALTH BENEFITS

Any benefit plans as provided herein shall remain in full force for the duration of the Collective Agreement.

20.01 The Hospital will assume the responsibility of paying one hundred percent (100%) of the premium cost of the Ontario Health Insurance Plan for full-time employees in the bargaining unit.

Part-time Employees who qualify to enroll in the group benefits plan will be given the package information when they become eligible. Employees will be able to decide whether they wish to enroll in the group benefits plan with 30 days notice to the Employer any time after they have been deemed eligible. If a part time employee decided to enroll at first eligibility and change their mind regarding application into the plan, they can only opt out if the decision to opt out is permanent. They will not be able to opt back into the group plan once they have previously been enrolled and decided to opt out.

20.02 Group Life Insurance

The Hospital will assume the responsibility of paying one hundred percent (100%) of the premium cost of the Desjardins Group Life Insurance Plan for full-time employees in the bargaining unit to a maximum of two (2) times the employee's annual salary calculated to the nearest five hundred dollars (\$500.00).

20.03 Drug Plan

- (a) The Hospital will provide full-time employees in the bargaining unit with the three dollars and fifty cents (\$3.50) Green Shield Co-Pay Drug Prescription Plan (or equivalent) which has no deductible but which charges three dollars and fifty cents (\$3.50) for each prescription filled, and the Hospital will pay one hundred percent (100%) of the billed premium charged therefore. Such plan will include provision for lowest cost alternative generic drug substitution unless there is a documented adverse reaction to the generic drug.
- (b) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible full-time employees in the active employ of the Hospital under the existing Green Shield Extended Health Care Benefits Plan or comparable coverage with another carrier. Such coverage will have an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family and shall include services of a chiropractor up to an annual maximum of **four hundred and fifty dollars (\$450.00)** and services of a registered massage therapist up to an amount maximum of **four hundred and fifty dollars (\$450.00)** with no cap per visit, and mental health services by a psychologist, registered psychotherapist or social worker (MSW) up to a maximum of eight hundred dollars (\$800.00) annually.
Diabetic testing supplies including Continuous Glucose Monitoring System and supplies.

20.04 Dental Plan

The Hospital will provide full-time employees in the bargaining unit with coverage under the Green Shield Dental Plan (or equivalent), and will pay seventy-five percent (75%) of the premium therefore, based upon the current O.D.A. tariff in effect from time to time during the term of this Agreement. Such plan provides for check-ups not more frequently than every nine (9) months. Such plan shall include Blue Cross rider # 2 (or equivalent) complete and partial dentures and add Blue Cross rider # 4 (or equivalent) crowns, bridgework and repairs to same at fifty percent (50%) co-insurance, each of the above with a one thousand dollar (\$1000.00) annual maximum per family member, and Orthodontics: lifetime maximum of **two thousand dollars (\$2000.00)** per family member to age 21.

20.05 Vision Care Plan

The Hospital will provide to full-time employees a Vision Care Plan with a maximum coverage of four hundred and fifty dollars (\$450.00) over a period of twenty-four (24) months in addition to eye examinations biannually with the Hospital paying one hundred percent (100%) of the premium charged therefore. Vision care coverage can be used for laser eye surgery.

20.06 Audio Plan

The Hospital will provide to full-time employees a hearing aid acquisition every thirty-six (36) months, one hundred percent (100%) Hospital paid. This will include bilateral hearing aids.

20.07 Pension Plan

It is agreed that full-time employees will participate and part-time employees may participate in the Hospital's of Ontario Pension Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such Plan.

20.08 Premiums Paid During Illness or Injury

- (a) The Hospital agrees to continue to pay said premiums on behalf of all employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs and for the month following or for a period of absence covered by sick days, whichever is greater.
- (b) Employees who are absent due to illness or injury compensable under the *Workplace Safety and Insurance Act* shall be considered as being on leave of absence without pay. However, the Hospital shall pay the premiums as stated in Article 20 for the first thirty (30) months of such compensable illness or injury provided the employee pays their portion, if any. The Hospital will notify an employee in writing as to what arrangements are necessary to allow the employee to continue to pay premiums after the time periods specified.

20.09 Change of Carrier

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

- 20.10 The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits.
- (i) For employees who have retired prior to May 1, 2017, the Hospital will contribute the same portion towards the billed premiums of these Benefit Plans as is currently contributed by the Hospital to the billed premiums of active employees.
 - (ii) For employees who retire subsequent to May 1, 2017, the Hospital will contribute seventy-five percent (75%) and the employee will contribute twenty-five percent (25%) of the billed premium for such benefits.
- 20.11 Extended health benefits (drug prescription plan, vision care, semi-private and dental plan) will be extended to active employees from the age of sixty-five (65) up to their **eightieth (80th)** birthday on the same cost sharing basis as active employees under the age of sixty-five (65).
- 20.12 Part time employees shall be entitled to participate in health care benefits (excluding Group Life Insurance) by paying a portion of the premiums based on the ratio of hours worked as compared to full time hours averaged over a six (6) month period.
- 20.13 One hundred (\$100.00) in annual Health Care Spending for each employee, with balance reduced to \$0 on December 31st each calendar year, with no cash residual amount remaining in the health care spending account.**

ARTICLE 21 – RPN QUALIFICATIONS

21.01 A Registered Practical Nurse shall be one who is currently Registered with the Ontario College of Nurses and is employed as an R.P.N. A Registered Practical Nurse is required to present to **their** Unit Manager by the 15th of February of each year **their** currently registration certificate.

21.02 Registered Practical Nurse Professional Development/Scope of Practice

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.

Where Registered Practical Nurse professional development is not specifically addressed at any existing joint committee, the Hospital's Chief Nursing Officer and Human Resources Officer will meet with the Union on a quarterly basis to discuss professional responsibility and scope of practice issues.

In any event, the parties will be guided by the following key principles:

- Professional development will be recognized;
- All Registered Practical Nurses will have access to professional development opportunities;
- Responsibilities for professional development will be shared between the individual and the Hospital;
- Employee needs, Hospital needs and department/program requirements will be considered.

ARTICLE 22 - DISCRIMINATION

22.01 The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Hospital on any protected ground. The Hospital and the Union further agree that there shall be no intimidation, discrimination, harassment, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of **their** activity or lack of activity in the Union.

A member who believes that **they have** been harassed or discriminated against , may file a grievance under article 13 of this Agreement or follow the procedure as outlined in the Hospital's harassment policy. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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

ARTICLE 23 – SICK LEAVE

23.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

23.02 Compensable Illness or Injury

(a) Absence due to illness or injury, compensable by the Workplace Safety and Insurance Board, shall not be charged against sick leave credits or entitlements.

(b) Injury Pay

If an employee is injured on the job and **their** supervisor excuses **them** from further duty for the balance of **their** shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

(c) Payment Pending Determination of WSIB Claims

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 from the Workplace Safety and Insurance Board for a period longer than one complete shift may apply to the Hospital for payment equivalent to: a) the lesser of the benefit **they** would receive from the Workplace Safety and Insurance Board if **their** claim was approved; or b) for full time employees, the benefit to which **they** would be entitled under the short term portion of the disability income plan (HOODIP or equivalent plan), and for part time employees, sick leave credits if available.

Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital following final determination of the claim by Workplace Safety and Insurance Board. If the claim to the Workplace Safety and Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the full-time employee would be entitled under the short term portion of the disability income plan and for part time employees accumulated sick leave credits will be utilized. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

23.03 The Hospital will notify each employee of the amount of unused sick leave in **their** bank annually during the month of April.

23.04 Medical Certificates

The Hospital shall pay the full cost of any medical certificate required of an employee. For absences greater than three (3) days employees will be required to submit a medical certificate to the Occupational Health department or designate. **The Hospital will waive the requirement, to provide a medical certificate where, for absences are related to an established chronic condition, except where the absence occurs under circumstance that establish a pattern or raise a reasonable concern about the legitimacy of the absence.** However, the Hospital reserves their right to request a medical certificate at any time.

23.05 Reporting Illness

Employees who report sick must notify their Manager at least one and one-half (1 ½) hours on the day shift and four (4) hours on the evening or night shifts prior to reporting time, if reasonably possible.

23.06 HOODIP – Full-Time

- (a) For all employees other than those identified in Article 23.03(b):
- (i) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part "A") Hospital of Ontario Disability Income Plan brochure.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B,)) the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (ii) Effective the date of transfer, the existing sick leave plan shall be terminated and any provisions relating to the plan shall be null and void under the Collective Agreement except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

- (iii) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the Plan as set out in Article 23.06 (a)(i). The “sick leave bank” shall be utilized to:
- (1) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and
 - (2) pay out shall be made upon the termination of employment, or in the case of death, to the employee’s estate. The amount of the payout shall be a cash settlement based on the employee’s salary rate in effect on the date of termination for the unused sick credits to the maximum provided herein.
 - (3) An employee who, as of the date of this Agreement, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the *Workplace Safety and Insurance Act*, may request that the Hospital, on application from the employee, supplement the award made by the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, so as to equal one hundred per cent (100%) of the employee’s net earnings to the limit of the employee’s accumulated sick leave credits.
- (b) For those full-time employees previously covered by Collective Agreements between Hotel-Dieu Grace Hospital and CAW (now Unifor) at the Ouellette campus:
- (i) Effective May 1, 2017 (the “Effective Date”), the Hospital will assume total responsibility for providing and funding a short term sick leave plan equivalent to that described in the August, 1992 booklet (Part “A”) Hospital of Ontario Disability Income Plan brochure. For the purpose of calculating the amount of sick pay, length of service will be determined having regard to the years of service with Hotel-Dieu Grace Hospital.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the Effective Date with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term

portion of the disability program, employees on the active payroll as of the Effective Date with one (1) year or more of service shall be deemed to have one (1) year of service. For the purpose of calculating the amount of LTD benefits, length of continuous service will be determined having regard to the years of service with Hotel-Dieu Grace Hospital.

- (ii) The parties understand that employees who are on leave as of the Effective Date must return to work for a period of seven (7) consecutive days before they will be eligible for LTD coverage under 1992 HOODIP.
- (iii) On the Effective Date, the existing sick leave plan governing such employees under the Collective Agreements between Hotel-Dieu Grace Hospital and Unifor shall be terminated and any provisions relating to the plan shall be null and void under this Collective Agreement except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- (iv) Existing sick leave credits for each employee as of the Effective Date shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages; and,
 - (2) pay out on the termination of employment, or in the case of death, to the employee's estate. The amount of the pay out shall be a cash settlement based on the employee's salary rate in effect on the date of termination for the unused sick credits as provided for in Article 23.07(b) and (c) below.
 - (3) An employee who, as of the Effective Date, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, may request that the Hospital, on application from the employee, supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, so as to equal one hundred percent (100%) of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- (c) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- (d) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 23.06, which is not covered by the appeal mechanism provided for under the policy of insurance, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.
- (e) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

23.07 Payout of Sick Leave Credits – Full-Time Employees

- (a) Sick leave credits for full-time employees who were previously covered by the Collective Agreement between Windsor Regional Hospital and CUPE 1132 at the Western Campus which were accumulated prior to December 12, 1986 will be red circled and will not be used until sick leave subsequently accumulated has been exhausted. Upon termination of employment, these full-time employees shall be paid a cash settlement based on the wage rate effective the date of termination, equal to their unused portion of sick leave credits accumulated prior to December 12, 1986 to a maximum of sixty (60) days. In addition, all other sick leave credits accumulated up to a maximum of one hundred and fifty (150) days shall be paid out upon termination based on the following pay out formula and at the wage rate effective the date of termination to a maximum of seventy-five (75) days.

2 years seniority – 25%	4 years seniority – 40%
3 years seniority – 33%	5 years seniority – 50%

- (b) For those full-time employees previously covered by Collective Agreements between Hotel-Dieu Grace Hospital and CAW (now Unifor) at the Ouellette campus, upon termination of employment, such employees with five (5) or more years of service shall be paid a cash settlement based upon the wage rate effective the date of termination, equal to fifty percent (50%) of the unused portion of their sick leave bank to a maximum of seventy-five (75) days (a portion of any year shall not be pro-rated).
- (c) The above amounts are to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination except in the following cases:
 - (i) If the employee is discharged by the Hospital for just cause and such employee has not been reinstated through the Grievance Procedure, or

- (ii) If the employee leaves the employ of the Hospital without giving two (2) weeks' notice in writing.

23.08 Medical and Dental Appointments

It is understood and agreed that full-time employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled for work. When this is not possible, such as in cases of emergency, a specialist appointment or due to extenuating circumstances, employees will schedule such appointments so as to minimize the disruption to their normal work schedule (i.e. at the start or end of the day) and provide reasonable notice to the Employer. The Hospital will allow such necessary time off to be considered sick leave. The Hospital reserves the right to request proof of the appointment from the employee.

23.09 Accumulative Sick Leave – Part-Time

Sick leave will be provided for part-time employees on the following basis:

- (a) For all employees, except those as identified in Article 23.09(b), prorated to the full time equivalent:
 - i) At the commencement of the fourth (4th) month of continuous employment, shall be credited with three (3) days sick leave with pay.
 - ii) Thereafter will be credited with one (1) day of paid sick leave for each month until the completion of one (1) year of continuous employment.
 - ii) After completing one (1) year of continuous employment, an employee shall be credited with one and one-half (1 ½) days of paid sick leave for each additional month.
- (b) For those part-time employees previously covered by Collective Agreements between Hotel-Dieu Grace Hospital and CAW (now Unifor) at the Ouellette Campus:
 - i) On May 1, 2017 (“the Effective Date”), employees’ sick leave banks under the former Collective Agreement between Hotel-Dieu Grace Hospital and Unifor will be red-circled and will not be used until sick leave subsequently accumulated has been exhausted. Employees will then continue to accrue sick leave at the following rate:
 - 1) One (1) day of paid sick leave for each month until the completion of one year of continuous employment.

- 2) After completing one (1) year of continuous employment an employee shall be credited with one and one-half (1 ½) days of paid sick leave for each additional month.
- ii) For the purposes of calculating sick leave entitlement accrual, the Hospital agrees to count service completed at Hotel-Dieu Grace Hospital.
- (c) At the end of each year of continuous employment, the unused portion of an employee's sick leave for that year shall accumulate, to a maximum accumulation of eighteen (18) days a year and to a maximum accumulation of one hundred and fifty (150) days of sick leave.
- (d) It is agreed that any accumulated sick credits due to an employee prior to the execution of this Agreement shall be continued to be recognized in calculating the maximum accumulation of one hundred and fifty (150) days.
- (e) As credits are utilized they may again accumulate to the maximum.
- (f) Payout of any sick leave credits shall be made in accordance with the following:
- (i) A part-time employee's sick leave credits accumulated prior to December 12, 1986 will be red-circled and will not be used until sick leave subsequently accumulated has been exhausted. Upon termination of employment, part-time employees shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of sick leave credits accumulated prior to December 12, 1986 up to a maximum of sixty (60) days of sick leave.
- (ii) For part-time employees previously covered by Collective Agreements between Hotel-Dieu Grace Hospital and CAW – Canada (now Unifor) at the Ouellette campus on or before the Effective Date, upon termination, such employees with five (5) or more years' service shall be paid a cash settlement based on the wage rate at the date of severance equal to 50% of the unused portion of sick leave credits accumulated up to the Effective Date to a maximum of thirty-seven and one half (37.5) days (a portion of any year shall not be pro-rated).
- (iii) In addition to any pay out owed to an employee under sub-article A or B above, an amount equal to their unused portion of sick leave credits accumulated from and after December 12, 1986 [subject to Article 23.09 (c)] up to a maximum of seventy-five (75) days based on the following pay out formula:

2 years seniority – 25%	4 years seniority – 40%
3 years seniority – 33%	5 years seniority – 50%

- (g) The above amounts are to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination except in the following cases:
 - (i) If the employee is discharged by the Hospital for just cause and such employee has not been reinstated through the Grievance Procedure, or
 - (ii) If the employee leaves the employ of the Hospital without giving two (2) weeks' notice in writing.
- (h) A part-time employee will not lose any accrued sick leave days in their sick bank when they transfer to full-time but will be subject to Article 23.06. Employees will be allowed to utilize sick days accrued as part-time to top up HOODIP benefits available as full-time.
- (i) A full-time employee who transfers to part-time will no longer be covered under HOODIP but will commence accumulating sick leave credits in accordance with this Article. In addition, if the employee has sick leave credits frozen under Article 23.07, they would be entitled to draw upon that bank if necessary.

23.10 For purposes of this Article, one day equals 7.5 hours.

ARTICLE 24 – UNION NOTICES

24.01 The Hospital agrees to provide two (2) bulletin boards at each Campus at mutually satisfactory locations for posting notices of Union activity. Such notices shall not be removed by unauthorized personnel.

24.02 Such notices shall be submitted by the Chief Steward to the Human Resources Department for approval. There shall be no distribution or posting by employees of pamphlets, advertising, or political matter, cards, notices, or any other literature on the Hospital's property except as herein provided.

ARTICLE 25 - JOB CLASSIFICATION

25.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship

established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of **their** position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

25.02 The Hospital shall provide the Union with job descriptions for active job classifications.

ARTICLE 26 - GENERAL

26.01 Whenever the singular or masculine is used throughout this Agreement, they shall be construed as meaning plural or feminine or neutral gender where the context, or the parties hereto so require.

26.02 In-Service Program

- (a) Employees recalled from lay-off after one (1) year or an employee transferred on a permanent basis may be provided any orientation determined necessary by the Hospital. A request by such an employee for orientation shall not be unreasonably denied.
- (b) R.P.N.'s may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Hospital by the educational institution with respect to the skill level of the student will be made available to R.P.N.'s recruited to supervise the students.

- (c) The Hospital undertakes to notify the Union in advance, so far as practical, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

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. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

- (d) Where computers are introduced into the workplace, and employees are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the employees involved.

26.03 A copy of any completed evaluations which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add **their** views to such evaluation prior to it being placed in **their** file. It is understood that such evaluations, do not constitute disciplinary action by the Hospital against the employee.

26.04 Each employee shall have reasonable access to **their** Personnel file for the purpose of reviewing their contents in the presence of a Human Resources staff member. A copy of the evaluations will be provided to the employee at **their** request. An employee if **they** desire may have representation from the Union while reviewing **their** personnel file.

26.05 Health and Safety

- (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- (b) The parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this Collective Agreement and the rights and responsibilities set out therein will not be diminished.
- (c) Joint Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee(s), one (1) representative and one (1) alternate (per committee), selected or appointed by the Union from among the bargaining unit employees. The JOHSC will function according to the Ministry of Labour approved Terms of Reference.

Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee(s) shall maintain minutes of all meetings and make the same available for review.

Any representative appointed or selected in accordance hereof, shall serve for a term of at least one (1) year from the date of the appointment which may be further renewed for periods of one (1) year period. Time off for such representative(s) to attend meetings of the JOHSC in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at **their** regular or premium rate as may be applicable.

- (d) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

- (e) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- (f) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (g) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- (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 **they** so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.

26.06 Violence in the Workplace

The parties recognize that they have a shared goal of a workplace free of violence.

Workplace violence is defined in relevant Ontario legislation and shall include:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to a worker;
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to the employee.

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and any changes to such policies will be submitted to the Joint Health and Safety Committee for review.

The parties will review and discuss appropriate solutions and best practices to promote health and safety in the workplace, including but not limited to, initiatives to address violence in the workplace (including verbal abuse). Such measures may include the following:

- (i) Electronic and visual flagging,
- (ii) Training for staff in de-escalation and other measures to prevent or address violent behaviour,
- (iii) Use of personal alarms, and/or
- (iv) Use of risk assessments.

The parties further recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the *Occupational Health and Safety Act* to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC, shall continue to develop and implement necessary control measures and/or warning systems for employees who may be exposed to patients who have a history of violent behaviour. Such a system may include flagging measures such as:

- a) Information about individual patient behaviours, triggers and interventions;
- b) Violence Assessment Tool (where applicable);
- c) Computerized record of patient's history of violence;
- d) Signage for patient room doors; and
- e) Easily identifiable wrist band that identifies a history of violence.

26.07 Employee Abuse

The Hospital, with the Employee's consent, will inform the Union within three (3) days of any Employee who has been physically assaulted while performing **their** work. Such information shall be in writing to the Union as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee. When an employee in the exercise of **their** functions suffers damage in **their** personal belongings (clothing, watch, glasses, contact lenses or prosthesis, etc.) the employee can present **their** claim for replacement or repair of such belongings in writing to the Human Resources Department and the Hospital will give such claim full consideration. Such claims will not be unreasonable denied.

26.08 (a) Workload Complaint Process:

The parties agree that in order to safeguard patient care employees shall not be assigned workloads which are excessive or unsafe, or which are potentially excessive or unsafe.

The parties further agree that it is desirable that workload disputes are resolved in a timely and effective manner. In the event, an employee is assigned a workload which is either unreasonable or unsafe, the parties agree to the following procedure:

The employee shall express **their** concerns to the Manager involved. The employee is entitled to be accompanied by a Union Representative. The employee shall complete a "Workload Complaint Form" which shall be provided to the Manager and to the Union.

Steps of Process:

Where a CUPE member has concerns that one's assignment compromises client/patient/resident care, the member is responsible to bring the matter to the immediate attention of the Manager/designate.

The Manager/designate will be accountable to reassess the needs of the client group for which the nursing team is responsible to ensure that the team can meet the identified needs.

Where the Manager/designate deems the staff to be able to meet the client/patient/resident needs, a meeting is to be held in an attempt to clarify and where necessary, realign the assignments.

Where the Team Leader/Nurse in Charge deems the nursing team cannot meet the presenting needs of the client, the Manager is to be contacted to acquire necessary resources.

If the team member expressing concern is not in agreement the following steps are to be initiated:

- i. The Team Leader/Nurse in Charge is to contact the Manager to assist with problem resolution.

Note: Step 1 must be implemented prior to proceeding to Step II.

- ii. If the resolution is unsatisfactory to the team member, the team member is to complete a Workload Complaint Form and submit the form to the Manager within 48 hours and to forward a copy to **their** respective union.
- iii. The Manager will contact the complainant within 3 working days or within 3 working days of the complainant's return to work to schedule a meeting.
- iv. The Manager will complete the workload complaint form as to action/proposed and forward a copy to the Union President and Program Director.

- v. If the matter is not satisfactorily resolved, the complainant may contact the Program Director to schedule a meeting.

The Union will present all workload complaints to the Labour/Management Committee as a means to design proactive strategies to prevent reoccurrences.

(b) Workload Complaint Form:

WORKLOAD COMPLAINT FORM/FORMULAIRE DE PLAINTE

SECTION 1: GENERAL INFORMATION/GÉNÉRALITÉS (Please Print/Lettres Moulées S.V.P.)

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer/ Unit/Area/Program: _____
Employeur: _____ Unité/Service/Secteur: _____

Date of Occurrence: _____ Time: _____ 7.5 Hr. Shift 11.25 Hr. Shift
Date de l'Évènement: _____ Heure: _____ Quart de 7,5 hre
Quart de 11,25 hre

Name of Supervisor: _____ Date/Time Submitted: _____
Nom du Surveillant: _____ Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE/DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence/Faites une brève description de la situation:

Check one/Cochez une seule case: Is this an isolated incident?/Est-ce un incident isolé? An ongoing problem?/Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS/CONDITIONS DE TRAVAIL

In order to effectly resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information as applicable : / Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au **moment de l'évènement** avec les informations suivantes si applicable :

# Regular Staff/# Effectif permanent:	<input type="checkbox"/> PSW/HC A	<input type="checkbox"/> RPN/IA A	<input type="checkbox"/> Clerical/Commis	<input type="checkbox"/> Service Support/Personnel de soutien
# Actual Staff/# Effectif reel:	<input type="checkbox"/> PSW/HC A	<input type="checkbox"/> RPN/IA A	<input type="checkbox"/> Clerical/Commis	<input type="checkbox"/> Service Support/Personnel de soutien
Agency/Contractor/Id'agence-registre/Contracteur	<input type="checkbox"/> Yes/Oui	<input type="checkbox"/> No/Non	<input type="checkbox"/> How many?/Combien ? _____	<input type="checkbox"/> Classification _____

*as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les cases qui s'appliquent à la situation:

<input type="checkbox"/> Leaves/Vacation / Congés/Vacance Vacancies/Postes vacants	<input type="checkbox"/> Sick Call(s)/Maladie(s)	<input type="checkbox"/>
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SECTION 4: FACTORS CONTRIBUTING TO THE OCCURRENCE/FACTEURS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue, as applicable/Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribue à la question de surcharge de travail:

Change in patient acuity. Provide details:
Changement de l'état de santé des patients. Expliquez: _____

Patient census at time of occurrence./Recensement des patients au moment de l'évènement:

Number of Admissions/Nombre d'admissions: _____ Number of Discharges/Nombre de congés _____

Lack of equipment/malfunctioning equipment. Please specify:
Manque d'équipement/équipements défectueux. Veuillez préciser:

Other: (Please specify)/Autre: (Veuillez préciser)

SECTION 5: REMEDY/RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss the issue with your supervisor? Yes/Oui
 No/Non

Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté avec votre superviseur(e)?

Provide
Details:/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

(B) Did you discuss the issue with your manager (or designate) on their next working day? Yes/Oui
 No/Non

Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide
Details:/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

SECTION 6: RECOMMENDATIONS/RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

In service/Perfectionnement
professionnel

additional
training/Formation
complémentaire

Review Staffing/patient
ratio/Revisez le rapport
personnel/patient

Change
unit/department/Changement
d'unité/département

Float/casual pool/Groupe
occasionnel volant

Review
policies/procedures/Revise
z politiques/procédures

Change Start/Stop times of
shift(s). Please specify:
Changement d'heure
d'entrées/de fin de quart de
travail. Veuillez préciser:

Change work
routine/quotas/Changement de
routine/quotas

Adjust staffing/Ajustez le
personnel

Replace sick calls/vacations time
Remplacez les personnes absentes
à cause de maladie pour temps de
vacances

Equipment (Please specify):/Équipement (Veuillez préciser):

Other:/Autre:

SECTION 7: MANAGEMENT COMMENTS/COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

Veillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature:/Signature de la direction:

Date/Date:

SECTION 8: EMPLOYEE SIGNATURES/SIGNATURE DES EMPLOYÉ(E)S

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.

Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature:/Signature:

—

Signature:/Signature:

Signature:/Signature:

Date Submitted:/Date de soumission:

Copy: Complainant(s), Department Head/Manager, Human Resources, Union

Copie: plaignant(s), chef de département, directeur, ressources humaines, syndicat

If the complaint is not resolved at the Program Director level, the complaint is to be sent with advance notice to the Labour/Management Committee for resolution. If there is no resolution at this level, the complaint needs to be brought to the attention of the CEO.

26.09 Incident Reports

Once a claim is established with Workplace Safety and Insurance Board, the Union Health and Safety representative will be provided with a copy of the Incident Report and Form 7, or equivalent, so that the claim can be monitored by the Union.

26.10 Modified Work Program

The Hospital and Union agree to support the principle of prompt rehabilitation and return to work of an employee who sustains an injury arising out of and in the course of employment (within the meaning of WSI Act) that are eligible for WSIB benefits or injury sustained outside the workplace or for reasons of long-term illness. Consequently, the following Modified Work Program will apply:

- (i) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- (ii) Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker, Union Representatives, and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, their supervisor, and the Union Representative.
- (iii) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker.
- (iv) It is understood that a Representative of the Union will accompany the worker at any meetings.
- (v) The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- (vi) The injured worker will receive full wages and benefits while in the Program.

26.11 Printing Expenses

It is mutually agreed between the Employer and the Union that the expense for printing the Collective Agreement shall be shared equally by both parties.

26.12 Fiscal Advisory Committee

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent Committee, to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse affects on CUPE represented employees through program and service restructuring.

- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing and where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at **their** regular or premium rate as may be applicable.

26.13 Influenza Vaccine

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

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case **they** will be placed on unpaid leave. If an employee is placed on unpaid leave, **they** can use banked lieu time or vacation credits in order to keep **their** pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

ARTICLE 27 – UNIFORMS

27.01 An employee required by the Hospital to wear a uniform, where the uniform is not provided by the Hospital, shall receive an annual allowance of one hundred and twenty dollars (\$120.00) for full time and sixty dollars (\$60.00) for part-time employees payable on January 1 of each calendar year.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Termination of Agreement

Except as other wise stated herein, this Agreement shall be deemed to have come into force on the 29th day of September **2023** and remain in force until the 28th day of September **2025**, and thereafter it shall be automatically renewed each year for one (1) year only without change unless in any year either party gives notice in writing to the other party of its desire to revise or amend this Agreement, such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the annual expiration date. If such notice is given, negotiations between the parties shall begin within ten (10) days following such notice.

If, pursuant to such negotiations, an agreement or the revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the *Labour Relations Act*.

Dated this 6th day of May, **2025** at Windsor, Ontario

FOR THE HOSPITAL

Francine Herlehy
Francine Herlehy (May 6, 2025 14:19 EDT)

Karan Quinlan

FOR THE UNION

April Gouin
April Gouin (May 6, 2025 10:17 EDT)

Harold Ruediger
Harold Ruediger (May 10, 2025 15:03 EDT)

Shannon Reaume
Shannon Reaume (May 12, 2025 08:38 EDT)

Kristina Kirchhoefer
Kristina Kirchhoefer (May 12, 2025 08:41 EDT)

Julia Larouche
Julia Larouche (May 12, 2025 09:00 EDT)

Angela Sbrocca
Angela Sbrocca (May 12, 2025 09:11 EDT)

SCHEDULE "A

CUPE Wage Rates - Expiry September 28, 2025					
Title		Effective Date	Start	6 Months (975 hours)	1 Year (1950 hours)
Registered Practical Nurse		June 13, 2023	\$34.41	\$35.15	\$35.97
	3.00%	September 29, 2023	\$35.44	\$36.20	\$37.05
	3.00%	September 29, 2024	\$36.51	\$37.29	\$38.16
RPN/OR		June 13, 2023	\$34.41	\$35.15	\$35.97
	3.00%	September 29, 2023	\$35.44	\$36.20	\$37.05
	3.00%	September 29, 2024	\$36.51	\$37.29	\$38.16
Certified Rehab Assistant		September 29, 2022	\$31.81	\$32.50	\$33.26
	3.00%	September 29, 2023	\$32.76	\$33.48	\$34.26
	3.00%	September 29, 2024	\$33.75	\$34.48	\$35.29
RPN Grad		June 13, 2023	\$32.89		
	3.00%	September 29, 2023	\$33.88		
	3.00%	September 29, 2024	\$34.89		

Retroactivity

- (a) Unless otherwise stated, the Collective Agreement will be effective upon date of this Award.
- (b) Wage increases shall be retroactive to the effective date of such increase or adjustment.
- (c) All retroactive payments will be made within three (3) full pay periods of the date of the Award.

Pandemic Pay

Pandemic Pay for current CRA's who were employed as CRA's as of August 13, 2020.

\$1750 for FT CRA's

\$1250 for PT CRA's

LETTER OF UNDERSTANDING
BETWEEN
WINDSOR REGIONAL HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND LOCAL 1132.02

The parties agree to the specific following item(s);

RE: INFECTIOUS DISEASES

Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.

Employees who are absent from work due to illness shall receive sick pay in accordance with Article 23. Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

Dated at Windsor this 6th day of May 2025

FOR THE EMPLOYER

Francine Herlehy
Francine Herlehy (May 6, 2025 14:19 EDT)

Karen Guindan

FOR THE UNION

April Gouin
April Gouin (May 8, 2025 10:17 EDT)

Harold Ruediger
Harold Ruediger (May 10, 2025 15:03 EDT)

Shannon Reaume
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