

COLLECTIVE AGREEMENT

Between

**HALDIMAND WAR MEMORIAL HOSPITAL
(Service)**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION
LOCAL 305, CLAC**

January 4, 2013 – January 3, 2015

TABLE OF CONTENTS

Article 1 - Preamble	1
Article 2 - Recognition.....	1
Article 3 - Management Rights	3
Article 4 - Job Security.....	3
Article 5 - Union Representation	4
Article 6 - Strikes And Lockouts	6
Article 7 - Union Security Dues	6
Article 8 - Orientation And Evaluation.....	7
Article 9 - Wages, Job Classifications	8
Article 10 - Hours Of Work, Work Schedules And Overtime	11
Article 11 - Premium Payments	14
Article 12 - Job Posting.....	16
Article 13 - Vacations (Full-Time).....	17
Article 14 - Vacations (Part-Time).....	20
Article 15 - Full-Time Holidays	21
Article 16 - Holidays (Part-Time And Casual)	23
Article 17 - Seniority.....	23
Article 18 - Layoff And Recall (Full-Time And Regular Part-Time)	26
Article 19 - Health And Welfare Benefits (Full-Time)	29
Article 20 - Benefits (Part-Time And Casual)	30
Article 21 - Sick Leave And Long Term Disability	31
Article 22 - Leaves Of Absence.....	32
Article 23 - Health And Safety.....	36
Article 24 - In-Service	36
Article 25 - Technological Change.....	37
Article 26 - Grievance And Arbitration Procedure.....	37
Article 27 - Miscellaneous.....	41
Article 28 - Duration.....	42
Schedule A.....	43
Letter Of Understanding #1	45
Letter Of Understanding #2	47
Letter Of Understanding #3	48
Letter Of Understanding #4	49
Letter Of Understanding #5	50
Letter Of Understanding #6	51
Letter Of Understanding #7	52
Letter Of Understanding #8	53
Appendix "A".....	54

COLLECTIVE AGREEMENT

Between

HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")

and

GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")

January 4, 2013 – January 3, 2015

ARTICLE 1 - PREAMBLE

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this agreement.

It is recognized that both parties wish to work together to:

- a. Secure the best possible care and health protection for the clients and patients of Haldimand War Memorial Hospital;
- b. Establish and maintain harmonious relations;
- c. Provide for prompt and orderly method of settling complaints which may arise under this agreement; and
- d. Encourage efficiencies in quality programs and operations.

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the bargaining agent of all employees of Haldimand War Memorial Hospital in Haldimand County, Ontario, save and except professional medical staff, Registered Nurses, Nurse Practitioners, office staff, paramedical staff, clerical staff employed in a confidential capacity in matters relating to labour relations, students employed in summer employment programs, work experience, co-op or other programs, supervisors and persons above the rank of supervisor.

2.02 **Definition of Employee**

a. The term "Employee" or "Employees" as used in this Agreement shall mean only such persons as are included in the bargaining unit.

b. **Full-Time Employee**

A "full-time" employee shall be deemed to be an employee who regularly works thirty (30) hours per week; who makes a commitment to be available on a pre-scheduled basis as required.

c. **Part-Time Employee**

A "regular part-time" employee shall be deemed to be an employee who regularly works less than thirty (30) hours per week; who makes a commitment to be available on a pre-scheduled basis as required.

d. **Casual Employee**

A casual employee is an employee who is called into work as required and who has the right to refuse work. A casual employee may have regularly scheduled hours of work from time to time (e.g. sick relief, vacation relief, pregnancy leave relief, etc.), but does not normally have regularly scheduled hours of work. However, it is also understood that a casual employee cannot unreasonably or consistently refuse to work shifts.

e. **Temporary Employee**

Employees may be hired for a specific term not to exceed one (1) year, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. For clarity, positions that may subsequently exceed one (1) year will then be subject to the conditions of Article 12.04 and 12.06.

Upon hire the Employer will notify the employee that the job is temporary and the employment conditions.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority upon appointment.

Prior to hiring a new employee to fill a temporary vacancy, consideration will be given to part-time employees pursuant to Article 12.04.

2.03 Where the feminine pronoun is used in this Agreement, it shall include the masculine pronoun when the context so requires and vice versa.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except as, and to the extent specifically modified by the Agreement, all rights and prerogatives of management to manage and direct its operations and affairs in all respects are retained by the Employer and remain exclusively without limitation within the rights of the Employer, including:
- a. To have the right to plan, direct, and control the work and direction of employees and the operation of the Employer. This includes the right to:
 - i. Determine the nature and kind of operation and location of premises,
 - ii. Introduce new and improved techniques, methods, facilities, equipment, materials and to control the amount of supervision necessary, work schedules, the combining or splitting up of programs/departments, and the increases or reduction of personnel in a particular area or on the whole,
 - iii. Determining the content of jobs, the location, allocation and scheduling of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof.
 - b. Maintain order, discipline and efficiency, and in connection therewith; to establish, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause.
 - c. Select, hire, transfer, assign duties, promote, demote, classify, layoff or recall employees, and select employees for positions excluded from the bargaining unit.

The exercise of any of these rights will not be inconsistent with the provisions of this agreement.

ARTICLE 4 - JOB SECURITY

- 4.01 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.
- 4.02 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 5 - UNION REPRESENTATION

5.01 **Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

5.02 **Labour Management Committee**

- a. There shall be a Labour Management Committee comprised of up to three (3) representatives of the Employer and up to three (3) representatives of the Union. Not more than one (1) Union representative will be from any one unit or area.
- b. The purpose of the Committee is to discuss, explore and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied, providing it does not contravene the Collective Agreement.
- c. It is understood that joint meetings with other Labour Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- d. In order to have a frank and open discussion, the committee shall have no authority to change, delete or modify any of the terms of the existing Collective Agreement, nor to settle grievances arising under the Collective Agreement. Committee discussion shall not be publicized except for those recommendations that have been mutually agreed upon.
- e. The Committee shall meet at least once every three (3) months unless otherwise agreed. A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed at least ten (10) business days in advance of the meeting.
- f. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- g. **Chairperson of the Meeting**
An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- h. **Minutes of Meeting**
The member chairing the meeting shall be responsible for maintaining minutes of the meeting. The minutes of each meeting of the Committee shall be prepared

and signed by the joint chairpersons within ten (10) business days after the close of the meeting and distributed to all members of the Committee confidentially. Minutes are not publicized other than recommendations to be posted on the approved bulletin boards.

5.03 **Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, including CLAC Ontario Representative as appointees of the Union where not more than one (1) representative will be from any one (1) unit or area. The Union will advise the Employer, in writing, of the Union nominees to the Committee in advance of bargaining to facilitate scheduling.

Bargaining Committee members shall be entitled to leave their work during working hours in order to attend at direct negotiations with the Employer. The Employer agrees to pay up to three (3) members of the Bargaining Committee for regular wages lost from their regularly scheduled working hours spent in direct negotiations with the Employer for renewal agreements up to but not including arbitration.

5.04 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

5.05 **Union Stewards**

- a. The Hospital agrees to recognize five (5) Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. Not more than one (1) Steward will be from any one unit or area.
- b. The Union shall keep the Employer notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- c. It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission, including approximate duration, from their immediate supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Employer in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - UNION SECURITY DUES

7.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will inform all new employees of the contractual relationship between the Employer and the Union. The Union and the Employer agree that there will be no discrimination, interference, or coercion exercised or practised upon any employee because of membership or non-membership in the Union.

- a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.
- b. The amount shall be calculated according to the Union's dues policy. The Employer shall also deduct any initiation fees authorized by the Union. The Employer shall not deduct more than one (1) pay period's dues from any one paycheque of an employee, except as outlined in the Union's dues policy.
- c. The total amount checked off will be turned over to the Union before the 15th of the month after the checkoff is made, together with an itemized list of the employees for whom the deductions are made, their primary hourly rate, hours worked, and the amount checked off for each. Employees who maintain an employment relationship with the Employer but have not worked sufficient hours to pay dues shall also be listed, and whether they are on leave. In remitting such dues, the Employer shall provide a list of new employees from whom deductions were made and will include name, addresses, telephone number and classification. Employees may advise the Employer and Union to not publish their address and phone number.
- d. In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- e. The total amount of union dues annually paid by an employee shall be indicated on the employee's T4 slip.

7.02 The Employer agrees that a Steward will be given the opportunity to meet each newly-hired employee. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting, and shall not exceed

fifteen (15) minutes duration. The Union would be scheduled a time slot during general orientation if members of the bargaining unit are being oriented.

7.03 Union Leave

Subject to the operating needs of the Hospital, the Employer shall grant leaves of absence, without cost to the Employer, to Stewards for Union business, which will not be unreasonably denied.

- a. The cumulative total of leave days for the bargaining unit under this Article shall not exceed twenty-five (25) days in a calendar year.
- b. Leave of absence requests for Union business shall be provided in writing to the Employer at least four (4) weeks in advance of the leave.
- c. The Union may request that additional days be granted by the Employer and such request cannot be the subject of a grievance.
- d. With respect to requests for time off for Union business that would result in loss of scheduled hours of work and related wages, the Employer agrees to pay employees wages and/or benefits that would otherwise be lost and invoice the Union for reimbursement as soon as possible following such occurrence, including premium payments where required. The Union shall reimburse the Employer within sixty (60) days of receipt of such invoice.

7.04 Union Representation

- a. Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.
- b.
 - i. No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.
 - ii. No individual employee or group of employees shall undertake to represent the union at meetings with the Employer without proper authorization from the Union.

ARTICLE 8 - ORIENTATION AND EVALUATION

- 8.01 A copy of any completed evaluation 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 her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A copy of the evaluation will be provided to the employee at her request. Each employee shall have

reasonable access to her personnel file for the purpose of reviewing their contents in the presence of the Employer's designate.

- 8.02 Newly hired employees will receive orientation of such duration as the Employer may deem appropriate taking into consideration the needs of the Employer and the employees involved.
- 8.03 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that the employee has successfully completed her probationary period.
- 8.04 Probationary employees will be interviewed by the Employer during their probationary period. Where appropriate, progress made to date, and areas requiring improvement, will be discussed.

Notwithstanding the above, the parties agree that this clause does not confer a substantive right to the probationary employee, and as such, will not be used to form the basis of a grievance.

- 8.05 Probationary employees are covered by this Agreement excepting those provisions which specifically exclude such employees.
- 8.06 Letters of reprimand and records of suspension are to be removed from an employee's personnel file after twelve (12) months from the date of discipline where the employee has been discipline free during this period, except in the case of incidents involving neglect, abuse, harassment, violence or human right violation, where the record will remain on file for twenty-four (24) months.

ARTICLE 9 - WAGES, JOB CLASSIFICATIONS

- 9.01 The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

Progression on the wage grid for full-time employees' will be made on the employees' anniversary date with the Employer. For regular part-time and casual employees' progression will be based on hours of work, whereby 1500 hours = one (1) year of service.

- 9.02 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" of this Collective Agreement.

9.03

a. **Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in 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 Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer 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 Employer.

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 her position, the Employer 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 nor relied upon as a precedence as part of any dispute.

b. **Job Descriptions**

A copy of current job descriptions for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this collective agreement is created, a copy of the job description

shall be forwarded to the Union at the time the Employer notifies the local Union of the rate of pay pursuant to Article 9.03.

- 9.04 A Registered Practical Nurse hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification from the previous Employer(s) within forty-five (45) days from hire, of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Wherein the opinion of the Employer, such experience is determined to be relevant, the employee shall be placed in the step of the wage progression consistent with one (1) years' service for every one (1) year of recent and related experience to the maximum of Step 3 in the RPN classification upon completion of the employee's probationary period. If a period of more than two (2) years has elapsed since the RPN has occupied a full-time or a part-time nursing position, then the number of increments to be paid if any, shall be at the discretion of the Employer. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.
- 9.05 A registered practical nurse is required maintain in good standing with the College of Nurses of Ontario a current Certificate of Registration at all times. If the registered practical nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for any reason, the registered practical nurse will be placed on non-disciplinary suspension without pay. If the registered practical nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the registered practical nurse being placed on non-disciplinary suspension by the Employer will result in the registered practical nurse being deemed to be no longer qualified and the registered practical nurse shall be terminated from the employ of the Employer.
- 9.06 Wages will be paid on a bi-weekly basis by the Employer's bank deposit system.
- Any regular earnings of four (4) hours pay or greater, omitted on an employee's pay which is not caused by the employee's error, and which is brought to the attention of their supervisor/manager or designate no later than 1200 hours on the Tuesday following the pay deposit day shall be advanced by manual cheque to the employee within two (2) business days of notification to the Employer, unless the employee agrees to wait until the next pay period.
- 9.07 **Transfers**
- a. If an employee is promoted or reclassified other than on a temporary basis, to a higher-rated job classification, she shall receive not less than the rate that she was receiving at the time of the promotion, or the starting rate for the job, into which he is being promoted, whichever is the greater, and shall be advanced through the rates for the job group as provided in Schedule "A".

- b. An employee may be transferred from one job classification to another, carrying a rate in a higher range for a period not exceeding four (4) consecutive hours, without changing her rate of pay. Such transfer shall be called a “temporary transfer,” and shall not be affected by the subsequent provisions of this Article, provided that if an employee works more than four (4) consecutive hours in a classification carrying a rate in a higher range, she shall be paid at such higher range, from the first hour of such work performed for such period of time as the employee works in such higher rate of classification.
- c. If an employee is transferred to a lower-rated classification, the employee shall receive in the new classification, the next rate below the employee’s present wage rate, and shall progress within the scale for such lower-rated classification, according to the length of service within such lower-rated classification, subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower-rated classification.
- d. If an employee is temporarily demoted to a lower-rated job group, he shall receive not less than the rate that he was receiving at the time of the temporary demotion.

ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

10.01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

10.02 The normal or standard daily hours of work for full-time employees shall be seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal period.

The normal or standard daily hours of work for part-time employees shall be up to seven and one-half (7 ½) hours exclusive of a one-half (½) hour unpaid meal period.

10.03

- a. All authorized work performed in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week averaged over the period scheduled by the Hospital will be paid at the rate of time and one-half (1½) the employee's regular straight time rate of pay.
- b. Where a full-time or part-time employee is required to work on a paid holiday and the employee is authorized to work additional hours following the normal daily tours for that unit but not including on their subsequently regularly scheduled tour, such employee shall receive two times (2x) her straight time hourly rate of pay for such additional hours worked.

- 10.04 Subject to the exigencies of patient care employees shall be entitled to *paid* rest periods of :
- a. Fifteen (15) minutes in both the first and second half of a seven and one-half (7½) hour shift. The two fifteen (15) minute rest periods may be combined into one thirty (30) minute rest period upon agreement of the Employer, or
 - b. Employees who work shifts in excess of seven and one-half (7½) hours, shall be entitled to paid rest periods of fifteen (15) minutes for each three and three-quarter (3¾) hours of work during their shift.
 - c. When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.
 - d. If the employee is unable to take their one thirty (30) minute unpaid rest period due to exigencies of patient care, they can apply for payment to their supervisor which shall not be unreasonably denied.
- 10.05 Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- 10.06 For RPNs, at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal or standard daily hours of work, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of Article 10.03.
- 10.07 An employee, who should take into consideration seniority, may request in writing to exchange a scheduled shift or arrange to give away a scheduled shift to another qualified employee. It will be understood such request(s) must be approved by the department and would not result in additional costs to the Employer. It would be further understood a department may reasonably limit the number of requests.
- 10.08 Employees shall be paid at their regular straight time hourly rate of pay for all hours worked as a result of change-over to daylight saving from standard time or vice versa.
- 10.09 **Scheduling (Full-Time and Regular Part-Time)**
- a. The Employer will endeavour to post schedules, with the exception of the Nursing Department, for a minimum four (4) week period on the fourth week of the working rotation. The Nursing Department will post for a minimum eight (8) week period.

Once posted, this schedule shall not be changed without the employee being notified

- An additional unscheduled shift for part-time employees is not a change of shift schedule.
- b. Employees will not be scheduled to work more than seven (7) consecutive days.
 - c. At least two (2) weekends will be scheduled off in each four (4) week period for full-time employees.
 - i. An employee shall be paid time and one half (1 ½) his straight-time hourly rate should such employee be required to work on a third (3rd) consecutive and subsequent weekend save and except where:
 - 1. Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
 - 2. such employee has requested weekend work, or
 - 3. such weekend is worked as a result of an exchange of shift(s) with another employee.
 - d. At least twelve (12) hours will be scheduled off between shifts when changing shifts (e.g. evenings to days), with the exception of Nights which requires the minimum sixteen (16) hours between changing shifts.
 - e. Employees will not be scheduled to work more than two (2) different shifts (i.e. days, evenings, nights) in a work week.
- 10.10 The Employer will endeavour to establish, as much as possible, a master rotation for full-time employees. If there are difficulties in establishing a master rotation it may be discussed at the Labour Management Committee.
- 10.11 Unavailability request forms for regular part-time and casual part-time employees must be submitted for the next rotation by the third Monday of the working rotation. It is understood the Employer will endeavour to accommodate unavailability requests. It is understood that the Employer is not required to offer additional shifts to part-time employees that would result in overtime payment, but all available work will be handed out based on seniority to those who have made themselves available. Upon request of either party, the procedure for distribution of such additional shifts will be addressed through the Labour Management Committee.
- 10.12 Employees who qualify as a regular part-time employee must make a commitment to be available. This includes the following conditions:
- a. A minimum of 22.5 hours in a two week period unless mutually agreed between the employee and the Employer to be a lesser amount;

- b. Available to work four (4) in (8) weekends
 - i. An employee shall be paid time and one half (1½) his straight-time hourly rate should such employee be required to work on a fourth (4th) consecutive and subsequent weekend save and except where:
 - 1. such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
 - 2. such employee has requested weekend work, or
 - 3. such weekend is worked as a result of an exchange of shift(s) with another employee.
 - c. Available to work all shifts as required.
 - d. Available to work as scheduled over the Christmas and/or New Year's period as required, subject to Article 15.12.
- 10.13 Any employee who is called in to work as a replacement for an absent employee, thirty (30) minutes before or after the commencement of the absent employee's shift and reports within one (1) hour of the call, will be paid for the full shift.
- 10.14 The Hospital will not normally call employees regarding their availability to work between 2400 hours and 0600 hours except in extenuating circumstances.
- 10.15 Where employees are now working a longer daily tour, the provisions, including premium payments, set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- 10.16 Call-Ins are to be completed using straight seniority starting with regular part-time and then casual part-time employees.

ARTICLE 11 - PREMIUM PAYMENTS

11.01 Reporting Pay

Except for Ambulance escort, employees who report for any regularly scheduled shift will be entitled to at least four (4) hours of work, or if no work is available the employee will be paid for four (4) hours at the employee's regular rate of pay. Employees scheduled to work less than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

The reporting allowance outlined as herein shall not apply where:

- a. the work is not available due to conditions beyond the control of the Employer,

- b. an employee has received at least eight (8) hours prior notice not to report to work,
- c. additional shifts added to the employee's schedule within twenty-four (24) hours,
- d. the employee has failed to keep the Employer informed of his current address and telephone number,
- e. an employee is returning to work without notice after an absence.

11.02 **Call-Back**

Where an employee has completed his/her prescheduled tour and has left the Hospital and is called back to work within twenty-four (24) hours from the commencement of their previous tour worked, he/she shall receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at one and one-half (1½) times their straight time hourly rate except to the extent that the work period overlaps, or extends into the employee's regular scheduled shift. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

11.03 **Standby**

Effective the first full pay period following the notice of ratification, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and twenty-five cents (\$3.25) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 11.02 above and works during the period of standby.

11.04 **Shift Premium**

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled seven and one-half (7½) hour shift falls between 1600 and 0700 hours.

11.05 Employees scheduled or called in for ambulance escort will receive a minimum of three (3) hours pay at the employees' regular straight time rate of pay. This is not applicable for escort hours that occur during a regularly scheduled/worked shift.

11.06 **Weekend Premium**

Employees shall be paid a weekend premium of one dollar and twenty cents (\$1.20) per hour for each hour worked, between 2400 hours Friday to 2400 hours Sunday. If an employee is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

ARTICLE 12 - JOB POSTING

12.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, the Employer will endeavour to post such vacancy no later than thirty (30) calendar days of it being vacant and it shall be posted by the Employer for a period of seven (7) consecutive calendar days. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive calendar days. Subsequent vacancies shall be posted for a period of three (3) consecutive calendar days. All applications are to be made in writing within the posting period.

12.02 Notices of vacancies referred to in Article 12.01 shall include, for informational purposes: department, classification, qualifications.

12.03 In filling posted vacancies the selection shall be made based on skill, ability, experience and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.

12.04 Full-time and regular part time temporary vacancies reasonably expected to exceed six (6) months in duration shall be posted for a period of seven (7) consecutive calendar days and in filling such vacancies consideration shall be given to part-time and full-time employees who apply in writing within the posting period. In considering such employees, the criteria for selection in Article 12.03 shall apply.

All other temporary vacancies may be filled at the discretion of the Employer.

Part-time employees who fill temporary vacancies shall retain their part-time status until the completion of such assignment, at which time the employee shall revert to part-time work.

12.05 If no applications are received from employees to fill any posted vacancy or newly created job, or if there are no successful applicants, the Employer may fill the vacancy or newly created job in any manner it sees fit.

12.06 The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job.

Normally shifts will be filled by utilizing the call-in procedure. No grievance may be filed concerning such temporary arrangements.

12.07 The successful applicant will be notified within seven (7) business days of the end of the posting period. This employee will be placed in the vacancy for a trial period not exceeding 150 hours of work. If the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves that they do not possess the potential for learning the new job during that time, or if the employee

feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

- 12.08 Upon confirmation of being a successful applicant the supervisor whom the employee will be working with will arrange for departmental orientation and, if necessary, facility wide orientation. In addition, she will meet with Human Resources or their designate to review the Employer's necessary policies.
- 12.09 Successful applicants to permanent vacancies and newly hired employees need not be considered to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 13 - VACATIONS (Full-Time)

- 13.01 The vacation year is defined as the period from July 1st of any given year to June 30th of the following year.
- 13.02 All employees shall be entitled to vacations with pay based on length of full-time continuous service as of July 1st, as follows:
- a. An employee who has completed less than one (1) year of continuous service but more than six (6) months of continuous service as of July 1st shall be entitled to an annual vacation of one (1) day for each completed month of service up to a maximum vacation entitlement of nine (9) working days and shall be entitled to vacation pay of four percent (4%) of his gross earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding July 1st.
 - b. An employee who has completed one (1) year of continuous service or more but less than two (2) years of continuous service as of July 1st shall be entitled to an annual vacation of two (2) weeks with pay at the employee's regular straight time hourly rate.
 - c. An employee who has completed two (2) years of continuous service or more but less than five (5) years of continuous service as of July 1st shall be entitled to an annual vacation of three (3) weeks with pay at the employee's regular straight time hourly rate.
 - d. An employee who has completed five (5) years of continuous service or more but less than thirteen (13) years of continuous service as of July 1st shall be entitled to

an annual vacation of four (4) weeks with pay at the employee's regular straight time hourly rate.

- e. An employee who has completed thirteen (13) years of continuous service or more but less than twenty-one (21) years of continuous service as of July 1st shall be entitled to an annual vacation of five (5) weeks with pay at the employee's regular straight time hourly rate.
- f. An employee who has completed twenty-one (21) years of continuous service or more but less than twenty-eight (28) years of continuous service as of July 1st shall be entitled to an annual vacation of six (6) weeks with pay at the employee's regular straight time hourly rate.
- g. An employee who has completed twenty-eight (28) years of continuous service or more as of July 1st shall be entitled to an annual vacation of seven (7) weeks with pay at the employee's regular straight time hourly rate.

13.03 There shall be carry-over of vacation from one year to another as long as mutual agreement has been reached between the employee and the Employer. Such agreement will be in writing between the parties.

13.04 Vacation pay for each week of vacation entitlement shall be calculated on the basis of the employee's regular straight time rate of pay times his normal weekly hours of work.

13.05 A quota of employees off at any one time will be set and reviewed as necessary. Vacation quotas will not be unduly restrictive.

13.06 There will be no vacation normally granted between December 15th and January 5th unless specific approval is granted by the employee's department manager.

13.07

- a. Vacation lists will be posted by February 1st. Employees shall indicate their vacation preferences, if any, to their Department Head by February 28th.

A finalized vacation schedule will be posted by April 1st and will not be changed except in emergency situations or by mutual agreement.

It is understood that when an employee indicates their vacation preferences, said employee may request up to five (5) vacation days to be scheduled as individual vacation days throughout their vacation year. Such requests will only be considered after the April 1st finalized vacation schedule has been posted. The Department Head shall schedule the vacation taking into consideration the preference of the employee and taking into consideration the needs of the Employer to operate in an efficient manner.

- b. Where, in scheduling vacations in accordance with the foregoing, conflicts arise in the preferences of the employees and the Employer is unable to accommodate all of the requests, the Department Head shall schedule the vacation period in accordance with the employee's seniority. If no preference is submitted by the employee, the employee's vacation period may be scheduled by the Department Head (as of April 1st each year) on the basis of department convenience.
 - c. During the summer period commencing the week during which school vacation begins and ending the week after Labour Day an employee will only be allowed to take a maximum of two (2) weeks unless the Hospital's scheduling requirements provide otherwise.
- 13.08 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the employee to the date of separation. Employees shall endeavour to provide the Hospital with at least two (2) weeks' notice of termination.
- 13.09 Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory medical documentation of the illness.
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave provided the employee provides satisfactory medical documentation of the illness.
- 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.
- 13.10 An employee's vacation pay entitlement shall be proportionately reduced by the entire period of absence for absences due to unpaid illness (including Workers' Compensation), leaves of absences, or other unpaid periods which exceed thirty (30) continuous calendar days.
- 13.11 Employees who transfer from being a regular part-time or casual employee to full-time status shall receive credit for their service accumulated as a part-time employee for the purpose of calculating full-time vacation entitlement on the basis of the following formula:
- 1500 hours worked = 1 year of full-time service. Credit calculated cannot result in a date that precedes an employee's hire date.
- 13.12 Any employee who has commenced his scheduled vacation and upon request by the Hospital to perform work during the vacation period, shall be paid at the rate of one

and one-half (1½) times her 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 she has so worked. This provision is not applicable to situations where employees make themselves available for work during their vacation period.

ARTICLE 14 - VACATIONS (Part-Time)

14.01 Vacation entitlement shall be as follows and will be paid out on the employee's regular pay deposit:

An employee who has completed the following # of hrs of continuous service as of July 1	Vacation percentage allowance
Less than 3,000	4%
3,000 but less than 7,500	6%
7,500 but less than 19,500	8%
19,500 but less than 31,500	10%
31,500 but less than 42,000	12%
Greater than 42,000	14%

14.02 Employees who transfer from full-time to regular part-time or casual status shall receive credit for her full-time service accumulated as a full-time employee for the purpose of progression on the vacation pay scale according to the following formula:

1 year of full-time service = 1500 hour worked.

14.03

a. Vacation lists will be posted by February 1st. Employees shall indicate their vacation preferences, if any, to their Department Head by February 28th.

A finalized vacation schedule will be posted by April 1st and will not be changed except in emergency situations or by mutual agreement.

It is understood that when an employee indicates their vacation preferences, said employees may request calendar weeks equivalent to their vacation % (e.g. 6% = 3 weeks).

b. Where, in scheduling vacations in accordance with the foregoing, conflicts arise in the preferences of the employees and the Employer is unable to accommodate all of the requests, the Department Head shall schedule the vacation period in accordance with the employee's seniority. If no preference is submitted by the employee, the employee's vacation period may be scheduled to the ESA minimum

of two (2) weeks by the Department Head on the basis of department convenience.

- c. During the summer period commencing the week during which school vacation begins and ending the week after Labour Day an employee will only be allowed to take a maximum of two (2) weeks unless the Hospital's scheduling requirements provide otherwise.

14.04 There will be no vacation normally granted between December 15th and January 5th unless specific approval is granted by the employee's department manager.

ARTICLE 15 - FULL-TIME HOLIDAYS

15.01 Employees who otherwise qualify under Article 15.06 and have completed their probationary period shall be entitled to the following holidays with pay:

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

15.02 In the event that the Provincial or Federal Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for the Floating Holiday, unless otherwise agreed by the parties.

15.03 The floating holiday will be a day off with regular pay. Employees who are required to work on their scheduled float day off shall be paid at the rate of time and one-half (1½) for all hours worked and the employee may reschedule her float day off at a mutually agreed later date.

15.04 An employee, who works Extended Tours, will be allowed to schedule two (2) twelve (12) hour lieu days instead of three (3) eight (8) hour lieu days, if three (3) statutory holidays fall within a ninety (90) day period.

15.05 Holiday pay is defined as the amount of straight time hourly pay exclusive of premiums which the employee would have received had she worked her normal shift on the holiday in question.

15.06 In order to qualify for holiday pay, the employee must complete his scheduled shift on each of his scheduled working days immediately preceding and immediately following the holiday in question unless the employee was absent due to:

- a. illness or accident which commenced in the current or previous pay period in which the holiday occurred and a satisfactory medical documentation is presented to the Employer;
 - b. vacation granted by the Hospital;
 - c. layoff or a leave of absence for a period not exceeding five (5) calendar days inclusive of the holiday.
- 15.07 An employee who is required to work on any of the above named holidays shall be paid at the rate of one and one-half (1½) times his regular straight time rate of pay for all hours worked on such holiday.
- In addition, a full-time employee who qualifies under Article 15.06 will be provided either:
- a. holiday pay entitlement, or
 - b. a lieu day off at regular straight time rate of pay shall be taken or bank. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 15.08 If a paid holiday falls during a full-time employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 15.09 Where a paid holiday falls during a full-time employee's scheduled vacation period, she will be provided holiday pay or a lieu day on an alternate date, as outlined in Article 15.07.
- 15.10 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides reasonable cause for such absence.
- 15.11 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she shall only receive holiday pay provided the employee qualifies for the holiday pay.
- 15.12 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule her for the same day the following year. If staffing available, the most senior staff can request to have both holidays off.

This provision will not apply to employees who normally work Monday to Friday and are not normally scheduled to work on holidays.

ARTICLE 16 - HOLIDAYS (Part-Time and Casual)

16.01 An employee who is required to work on any of the following designated holidays will receive pay at the rate of time and one half (1½) the employee's regular straight time hourly rate of pay for work performed on such holiday:

New Year's Day	Canada Day
Family Day	Civic Holiday
Good Friday	Labour Day
Remembrance Day	Thanksgiving Day
Victoria Day	Christmas Day
Boxing Day	

16.02 In the event that the Provincial or Federal Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays, after discussion with the Union.

16.03 It is understood that a regular part-time employee, casual employee or temporary employee shall not be entitled to holiday pay or any lieu days.

16.04 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule her for the same day the following year. If staffing available, the most senior staff can request to have both holidays off.

ARTICLE 17 - SENIORITY

17.01 Probationary Period

A new employee will be considered on probation until he has completed three hundred fifty (350) hours of work within twelve (12) calendar months. Time on orientation shall not contribute to hours worked for the purpose of the probationary period. Upon completion of the probationary period he shall be credited with seniority for time worked. With the written consent of the Employer, the probationary employee and the Local Union, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. An employee who has not completed their probationary period may be terminated on the basis of an assessment of their suitability for employment with the Employer.

17.02 **Definition of Seniority**

All employees will accumulate seniority on the basis of accumulated hours worked, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

17.03 **Loss of Seniority**

Seniority shall be retained and accumulated when an employee is absent from work under the following conditions, unless otherwise provided:

- a. When on leave of absence with pay, including paid approved sick and vacation leave;
- b. When in receipt of Workplace Safety and Insurance Board benefits up to twenty-four (24) months;
- c. When on pregnancy or parental leave shall continue to accrue service and seniority for the duration of leave, up to fifty two (52) weeks;
- d. When on an unpaid leave of absence for up to thirty (30) calendar days.

17.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions, unless otherwise provided:

- a. While on layoff.

17.05 **Effect of Absence on Maintaining Benefits**

Subject to the conditions while on layoff herein, when not receiving payment from the Employer and where the employee wishes to continue their health benefits they must make their contributions to the plan. Failure to maintain the payment schedule will result in discontinuation of benefits. The Employer will continue to pay its share of the contributions of the subsidized employee benefits. For the duration, service and/or seniority are continued as indicated above, providing the employee makes their contributions.

17.06 **Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have been terminated if he:

- a. Resigns;
- b. Is discharged and not reinstated through the grievance/arbitration procedure;
- c. Retires;

- d. Is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason;
 - e. Has been laid off for a period up to their length of calendar service or eighteen (18) months (for employees with less than five (5) years' service) or twenty four (24) months (for employees with 5 years of service), whichever is less;
 - f. Fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail/courier to the last known address according to the records of the Employer, and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
 - g. Fails to report for work as scheduled at the expiration of an approved leave of absence without satisfactory reason;
 - h. Uses a leave of absence for a purpose other than that for which is was granted unless further permission is granted;
 - i. Is absent from work in excess of twenty-four (24) months due to illness, accident or WSIB and the requisite accommodation process has been exhausted;
 - j. As a casual employee has refused or been unavailable for 70% of the work called in for during a period of six (6) months.
- 17.07 A seniority list will be posted on the Union bulletin board and will be revised semi-annually on January 15th and July 15th. Copies of the seniority list will be forwarded to the Union Office. Seniority as posted will be deemed to be final and binding and not subject to complaint unless the employee makes a complaint in writing to the Employer within thirty (30) calendar days from the date of such posting.
- 17.08 Any employee that has completed the probation period and transfers to a position outside the bargaining unit shall retain seniority formerly accumulated as of the date of transfer, upon return to the bargaining unit as long as the employee has been continuously employed by the Employer while outside the bargaining unit. Employees will not accumulate seniority while working outside the bargaining unit.
- 17.09 **Professional Responsibility – Scope of RPN Practice:** The Employer and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 18 - LAYOFF AND RECALL (Full-Time and Regular Part-Time)

18.01

- a. The Employer and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximise creative approaches that meet the interests of both the Employer and the employees.
- b. **Fiscal Advisory Committee**
A Union's representative will be included on the Fiscal Advisory Committee.
- c. Following the notice to the Union, per Article 18.03a., the Employer will consult with the Union as part of the Labour Management Committee in advance of any proposed layoff, to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:
 - i. The parties will jointly review the reason for layoff and the services the Employer will undertake after the layoff;
 - ii. How the Employer intends to effect the layoff, including areas where the layoff will occur, and which employees would potentially be laid off;
 - iii. Identifying and proposing alternatives to any action that the Employer may propose taking;
 - iv. Identifying and seeking ways to address the retaining needs of employees;
 - v. Identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify;
 - vi. Providing the Union with pertinent financial and staffing information and with a copy of any reorganization plans which impact the bargaining unit.

18.02 The Labour Management Committee shall submit its written recommendations to the Chief Executive Officer or delegate of the Employer.

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

18.03 **Notice of Layoff**

- a. **Union**
In the event of a proposed layoff of a permanent or long term nature (of thirteen (13) weeks or more), there shall be at least four (4) months' notice to the Union. In addition the Employer will provide notice of substantial bed cutbacks and

cutbacks in service which affect or could affect the bargaining unit or proposed elimination of a position within the bargaining unit.

b. **Employees**

In the event of a layoff of a permanent or long term nature (of thirteen (13) weeks or more), the Employer will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the *Employment Standards Act*. A list of employees' names who received a layoff notice, along with the effective date, will be provided to the Union.

18.04 **Severance and Retirement Options**

a. **Severance Pay**

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

b. **Retirement Allowance**

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Employer to a maximum of forty (40) weeks on the basis of the employee's normal weekly earnings.

Note:

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

c. A full-time employee who has completed one (1) year of service and

- i. whose layoff is permanent, or
- ii. who is laid off for 26 weeks in any 52-week period, and who has not elected to receive a severance payment under (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*, but at the same time, shall not preclude an employee

from claiming any greater entitlement which that Act may at some point come to provide.

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

18.05 In the event of a decrease in the workforce, the Employer shall lay off employees in the reverse order of their seniority within their classification providing that there remain on the job employees who then have the ability, qualifications, and willingness to perform the work without training, other than orientation.

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

- a. accept the layoff; or
- b. displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can and is willing to perform the duties of the lower classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within five (5) business days following the notification of the layoff. Employees failing to do so will be deemed to have accepted the layoff.

It is agreed and understood that during this process, a part-time employee may not displace a full-time employee.

18.07 An employee shall have the opportunity of recall, subject to Article 18.09, from a layoff to an available opening in the classification, lower classification, or identical paying classification, from which the employee was laid off, in order of seniority, provided he has 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 completed.

18.08 No new employee shall be hired to a classification in which a layoff of employees has taken place until all those laid off employees have, in accordance with Article 18.07, been given an opportunity to return to work.

18.09 A laid off employee shall retain the rights of recall for a period in accordance with Article 17.06.

18.10 A full-time employee can displace a regular part-time employee in accordance with Article 18.06b. A full-time employee can be recalled to a regular part-time position in accordance with Article 18.07. A full-time employee who declines a recall of a RPT position shall not relinquish their recall rights under this Collective Agreement.

18.11 **Benefits on Layoff**

In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premium 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. In any event, the employee may continue the benefits for the full-term (as defined per Article 18.09) of the layoff, if they continue to pay the full premium amounts.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS (Full-Time)

19.01 **Insured Benefits**

The Employer agrees, during the term of the Collective Agreement to contribute towards the premium coverage of participating regular full-time employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- a. The Employer agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Manulife Extended Health Care Policy G0039141 and G0040093 and Dental Policy G0039141 or comparable coverage with another carrier.
 - i. Such coverage includes semi-private Hospital accommodation and paramedical coverage.
 - ii. Effective January 1, 2014 or date of ratification, whichever date is later, the vision maximum will increase to \$200.00 and will include \$60.00 maximum for eye examinations for every 24 consecutive months
- b. The Employer agrees to provide an Employee Assistance Program for all employees and their immediate families.
- c. The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer's Group Life/AD&D at two time annual earnings and LTD under SSQ Financial Group Policy 51G72; such amount to be rounded to the nearest five hundred dollars (\$500.00) of insurance. All employees participating in the Plan may voluntarily, at full cost to the employee, take out additional insurance for themselves and the life of their spouse.

- d. The Employer may at any time substitute another carrier for any Plan provided that the benefits provided thereby are substantively the same. Before making a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the view of the employees.

Upon request, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

- e. Upon request, a copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- f. If an employee elects to contribute to benefits while on an unpaid leave of absence, then he/she must pay 100% of the benefit premiums. Arrangements for payment should be made with the CFO or designate prior to commencing the leave of absence.
- g. All present employees enrolled in the Healthcare of Ontario Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

19.02 **Benefits for Early Retirees**

Effective March 31, 2015, employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's Pension Plan will be provided benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits as follows:

- a. For employees who retire at age sixty (60) the employee will pay the full amount of the monthly premiums in advance; and
- b. For employees who retire at age sixty-three (63) the employee will pay fifty percent (50%) of the full amount of monthly premiums in advance.

ARTICLE 20 - BENEFITS (Part-Time and Casual)

20.01 In lieu of full coverage for all health and welfare benefits (including pension, sick leave, holiday pay and long term disability) , except vacation , casual and part-time employees shall receive in addition to their regular hourly rate an amount equivalent to the following:

- a. Twelve percent (12%) of their straight time hourly rate of pay for staff with eight (8) years or less of seniority.

- b. Fourteen percent (14%) of their straight time hourly rate of pay for staff with more than eight (8) years of seniority.

Employees may be eligible to enrol in the Healthcare of Ontario Pension Plan (HOOPP) subject to the terms and conditions of HOOPP. Employees who are eligible to join the plan will have their percentage in lieu of benefits reduced by the Employer's contribution to the pension plan.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY

21.01

- a. The Employer will assume total responsibility for providing and funding a short-term leave plan equivalent to that described in the current Hospitals of Ontario Disability Income Plan.
- b. The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability benefit portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.
- c. The Employer agrees to provide coverage that is equivalent to the HOODIP Sick Pay Benefit Plan for all full-time employees.

21.02 When an employee has completed any portion of her regularly scheduled shift prior to going on sick leave benefits, she shall be paid for the balance of the shift at her regular straight time hourly rate.

21.03

- a. For each occasion of illness, the employee shall be required to report such illness in accordance with the departments reporting procedure.
- b. Employees returning to work after illness or injury must notify the Employer, in accordance with the department's reporting procedure, that they are able to return to work.

21.04 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and fifth period of absence in any calendar year.

No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

21.05 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Employer in compliance with the Regulations.

The employee may choose her personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.

- 21.06 The Employer will provide the Union with a copy of any medical request forms and policies upon request.

ARTICLE 22 - LEAVES OF ABSENCE

- 22.01 During paid approved leaves of absence the Employer agrees to continue to pay its portion of benefits, provided the employee pays their portion of the premiums, or indicates in writing that they elect not to do so. For approved unpaid leaves of absence payment of premiums is pursuant to Article 17.05.

- 22.02 The period of employee's leave of absence shall be calculated into their seniority for Pregnancy, Parental, and Emergency Leave(s). In addition, it will continue as per the parameters outlined in Article 17.04.

22.03 **Personal Leave**

Provided an employee has booked their full weeks of vacation, written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted as far in advance as possible, but in any event, at least four (4) weeks prior to the commencement of the leave, unless not reasonably possible to give such notice. The application must clearly state the reason for the leave of absence and the duration of such absence. Such leave shall not be unreasonably denied.

22.04 **Bereavement Leave**

In the event of death a bereavement leave shall be granted up to four (4) scheduled working days off without loss of regular straight time pay within seven (7) calendar days commencing with the day of the death of the employee's spouse, child, parent or step-child.

In the event of death a bereavement leave shall be granted up to three (3) scheduled working days off without loss of regular straight time pay within seven (7) calendar days commencing with the day of the death of the employee's sister, brother, mother-in-law, father-in-law, grandparent, grandparent of spouse, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

In the event of death a bereavement leave shall be granted up to one (1) scheduled working days off without loss of regular straight time pay within seven (7) calendar days commencing with the day of the death of the employee's aunt, uncle, niece or nephew.

An employee will not be eligible to receive Bereavement leave payment for any period, in which they are already on an approved leave of absence, or are receiving any other payment such as holiday or sick pay.

The Employer may request an employee to provide reasonable proof that the leave of absence was used for the purposes stated.

22.05 Jury/Witness Duty

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

- a. notifies the Employer immediately upon the employee's notification that she will be required to attend court;
- b. presents proof of service requiring the employee's attendance;
- c. deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

22.06 Pregnancy Leave

- a. Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b. The service requirement for eligibility for pregnancy leave is thirteen (13) weeks of continuous service.
- c. The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.
- d. Credits for seniority and service shall accumulate for a period of up to seventeen (17) weeks while the employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, as applicable, in which the employee is participating for a period of up to seventeen (17) weeks, provided the employee supplies post-dated cheques for their share of the premium, if any.

- e. The employee shall re-confirm her intention to return to work on the date originally approved in (c) above by written notification received by the Employer at least four (4) weeks in advance thereof.

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

- f. On the date of confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an employee commencing pregnancy leave after such date, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to ninety-three percent (93%) of her average regular weekly earnings based on the Record of Employment used to qualify for EI benefits, which is the best fourteen (14) weeks of earning of the past year, less her weekly rate of employee insurance benefits. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The 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. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

22.07 **Parental Leave**

- a. Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b. The service requirement for eligibility for parental leave is thirteen (13) weeks of continuous service.
- c. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.

- d. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- e. The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- f. Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and up to thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, as applicable, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, provided the employee supplies post-dated cheques for their share of the premium, if any.

- g. The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.
- h. On the date of confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an employee commencing parental leave after such date, as provided under this Agreement, who has applied for and who is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Protective Footwear

Where employees are required to wear safety footwear (i.e. steel toes and soles) during the course of their duties the Employer will provide reimbursement, subject to proof of purchase, of fifty dollars(\$50.00) annually for full-time employees and thirty-five dollars (\$35.00) for regular part-time employees.

23.02 Uniform Allowance

Where uniforms are required, the Employer shall either supply and launder uniforms or provide a uniform reimbursement, subject to proof of purchase, of eighty dollars (\$80.00) per year for full-time and fifty dollars (\$50.00) per year for regular part-time employees.

ARTICLE 24 - IN-SERVICE

24.01

- a. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with successful completion of such courses. For clarity this does not include costs of professional certification/recertification.
- b. If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits, to write examinations to upgrade her employment qualifications.
- c. When an employee is required by the Employer to attend in-service programmes held within the Hospital and outside of their regularly scheduled working hours, the employee will be paid for all time spent in attendance at such in-service programmes at their regular straight time hourly rate of pay. Such time will not, however, be considered as time worked for the purpose of calculating overtime entitlement. Notwithstanding the above, the Employer will endeavour to provide such in-service programs during an employee's regularly scheduled working hours.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 25.01 The Employer undertakes to notify the Union, as far in advance as practicable, of technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such changes on the employment status of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than already possessed by the affected employees under the present method of operations, such employees shall be given a period of training with due consideration being given to the employee's previous educational background during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction of wage and salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible, and may be extended for a reasonable time period on the mutual agreement of the parties.

Employees with one (1) or more years of continuous service, who are subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURE

- 26.01 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.
- 26.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her Steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.
- 26.03 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 he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union Steward if he so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days, 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 nine (9) calendar days, it shall then be taken up as a grievance within nine (9)

calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

26.04 **Step No. 1**

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to their supervisor (or anyone else designated by the Employer). 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 Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The supervisor (or designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response then:

26.05 **Step No. 2**

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the designate of the Employer. A meeting will then be held between the (designate), the grievor and Steward within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Grand River Valley Health Care Employees Union Local 305 as counsel and may be present at the meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

26.06

a. **Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar 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 himself institute and the regular grievance procedure shall not be thereby bypassed.

b. **Employer Grievance**

In the event the Employer has a grievance, it shall file the grievance in writing at Step No. 2 within ten (10) business days of the circumstances giving rise to a grievance with the authorized officers of the Union and who shall confer with the Employer within ten (10) business days of the receipt of such grievance. In the event the authorized officers of the Union do not provide redress satisfactory to the Employer, it may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement.

26.07 **Group Grievances**

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

and signed by each employee who is grieving to the Department Head or his designate within fourteen (14) calendar 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.

26.08 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within nine (9) calendar days of the release or discharge. Such grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

26.09 **Referral to Arbitration**

a. 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) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

b. The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for

arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 26.10 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 26.11 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) calendar 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 chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 26.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 26.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 26.14 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.
- 26.15 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 chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 26.16 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 chairman of the Arbitration Board.
- 26.17 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits exceed by the written agreement of the parties, shall result in the grievance being deemed to have been denied or abandoned subject only to the provisions of Section 44 (6) of the *Labour Relations Act*.

26.18 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.

ARTICLE 27 - MISCELLANEOUS

27.01 **Bulletin Board**

The Hospital will provide space on two (2) bulletin boards for the posting of Union notices. All such notices shall be submitted by the Union to the Employer's designate for approval before posting.

27.02 **Written Policies**

For the purposes of clarification concerning a specific written policy which affects employees within the CLAC bargaining unit, the Union may request in writing a copy of said policy from the Employer. In addition, a copy of any new or amended written policy that directly affects employees within the bargaining unit will be provided to the Union in advance of implementation.

27.03 **Employee Information**

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

27.04 **Travel Allowance**

An employee shall be paid in accordance with the Hospital's current policy for authorized use of a personal vehicle on behalf of the Employer.

27.05 **Printing of Collective Agreement**

The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union.

27.06 **Business Day**

A business day shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall be binding and remain in effect until the third (3rd) day of January, 2015, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing, as provided in Article 28.02, in any year that it desires its termination or amendment.

- 28.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiring date of this Collective Agreement.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

SCHEDULE A
Classifications and Hourly Rates

Service Wage Grid Effective January 3, 2013

JOB CLASSIFICATIONS (Service)			1	2	3	4	5	6
ADMITTING CLERK			20.01	20.40	20.76			
CSR TECHNICIAN			21.52	21.65	21.83			
EMERGENCY ROOM CLERK			20.01	20.40	20.76			
GENERAL CLERK			18.20	18.37	18.57	20.56	20.76	20.96
GARDENER			18.20	18.37	18.57			
PERSONAL SUPPORT WORKER			20.47	20.67	20.86			
HOUSEKEEPER			20.44	20.59	20.76			
LAUNDRY HAND			19.57	19.96	20.50	20.77		
MAINTENANCE MECHANIC			25.31	25.90	26.43			
OPERATING ROOM TECHNICIAN			24.86	25.36	25.76			
REGISTERED PRACTICAL NURSE			24.83	25.28	25.76			
PHYSIOTHERAPY AIDE			22.72	23.11	23.52			
WARD CLERK			20.44	20.60	20.77			
X-RAY CLERK			20.44	20.60	20.77			
ELECTRICIAN			25.31	25.89	26.44			
ACTIVITY PROGRAMMER			21.14	21.60	22.06			

Service Wage Grid Effective January 4, 2013

JOB CLASSIFICATIONS (Service)			1	2	3	4	5	6
ADMITTING CLERK			20.41	20.81	21.18			
CSR TECHNICIAN			21.95	22.08	22.27			
EMERGENCY ROOM CLERK			20.41	20.81	21.18			
GENERAL CLERK			18.56	18.74	18.94	20.97	21.18	21.38
GARDENER			18.56	18.74	18.94			
PERSONAL SUPPORT WORKER			20.88	21.08	21.28			
HOUSEKEEPER			20.85	21.00	21.18			
LAUNDRY HAND			19.96	20.36	20.91	21.19		
MAINTENANCE MECHANIC			25.82	26.42	26.96			
OPERATING ROOM TECHNICIAN			25.36	25.87	26.28			
REGISTERED PRACTICAL NURSE	0.50		25.83	26.29	26.78			
PHYSIOTHERAPY AIDE			23.17	23.57	23.99			
WARD CLERK			20.85	21.01	21.19			
X-RAY CLERK			20.85	21.01	21.19			
ELECTRICIAN			25.82	26.41	26.97			
ACTIVITY PROGRAMMER			21.56	22.03	22.50			

Service Wage Grid Effective January 4, 2014

JOB CLASSIFICATIONS (Service)			1	2	3	4	5	6
ADMITTING CLERK			20.87	21.28	21.65			
CSR TECHNICIAN			22.44	22.58	22.77			
EMERGENCY ROOM CLERK			20.87	21.28	21.65			
GENERAL CLERK			18.98	19.16	19.37	21.44	21.65	21.86
GARDENER			18.98	19.16	19.37			
PERSONAL SUPPORT WORKER			21.35	21.56	21.76			
HOUSEKEEPER			21.32	21.47	21.65			
LAUNDRY HAND			20.41	20.82	21.38	21.66		
MAINTENANCE MECHANIC			26.40	27.01	27.57			
OPERATING ROOM TECHNICIAN			25.93	26.45	26.87			
REGISTERED PRACTICAL NURSE	0.50		26.91	27.38	27.88			
PHYSIOTHERAPY AIDE			23.70	24.10	24.53			
WARD CLERK			21.32	21.48	21.66			
X-RAY CLERK			21.32	21.48	21.66			
ELECTRICIAN			26.40	27.00	27.58			
ACTIVITY PROGRAMMER			22.05	22.53	23.01			

Service Wage Grid Effective October 29, 2014

JOB CLASSIFICATIONS (Service)		Start*	1	2	3	4	5	6
ADMITTING CLERK		20.24	20.87	21.28	21.65			
CSR TECHNICIAN		21.77	22.44	22.58	22.77			
EMERGENCY ROOM CLERK		20.24	20.87	21.28	21.65			
GENERAL CLERK		18.41	18.98	19.16	19.37	21.44	21.65	21.86
GARDENER		18.41	18.98	19.16	19.37			
PERSONAL SUPPORT WORKER		20.71	21.35	21.56	21.76			
HOUSEKEEPER		20.68	21.32	21.47	21.65			
LAUNDRY HAND		19.80	20.41	20.82	21.38	21.66		
MAINTENANCE MECHANIC		25.61	26.40	27.01	27.57			
OPERATING ROOM TECHNICIAN		25.15	25.93	26.45	26.87			
REGISTERED PRACTICAL NURSE		26.10	26.91	27.38	27.88			
PHYSIOTHERAPY AIDE		22.98	23.70	24.10	24.53			
WARD CLERK		20.68	21.32	21.48	21.66			
X-RAY CLERK		20.68	21.32	21.48	21.66			
ELECTRICIAN		25.61	26.40	27.00	27.58			
ACTIVITY PROGRAMMER		21.39	22.05	22.53	23.01			

LETTER OF UNDERSTANDING #1

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

EXTENDED TOURS

1. Implementation/Discontinuance

- a. Extended tours shall be introduced on a six-month trial basis on _____ when:
- i. Eighty percent (80%) of the Employees in the department so indicate by secret ballot; and,
 - ii. The Employer agrees to implement the compressed work week.

At the end of the six-month period, the Employer will assess the success/efficiency and/or patient care impacts of the extended tour arrangement. If the Employer agrees, extended tours will be introduced on a permanent basis after the conditions in (b) are met.

- b. Extended tours shall be introduced onto _____ when:
- i. Eighty percent (80%) of the Employees in the department so indicate by secret ballot; and,
 - ii. The Employer agrees to implement the compressed work week.
- c. A compressed work week may be discontinued on _____ when the applicable party states its intention to discontinue the compressed work week in the schedule when the following applies:
- i. sixty percent (60%) of the employees in the unit so indicate by secret ballot; or
 - ii. the Employer states its intention to discontinue the compressed work week in the schedule because of one of the following:
 1. Adverse effects on patient care/service
 2. Inability to provide a workable staffing schedule
 3. Unacceptable levels of absenteeism
 4. The Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- d. When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- i. the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and,
- ii. where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

2. Scheduling Objectives

The Employer will endeavour to achieve and maintain the following objectives in the formulation of working schedules for employees working on an extended tour basis:

- a. Shift schedules will be posted two (2) weeks in advance and cover a minimum period of four (4) weeks.
- b. A request for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange. Such request is subject to approval by the Employer, and will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Employer.
- c. Employees will not be scheduled to work more than four (4) consecutive extended tours.
- d. The scheduling provisions of Article 10.09 may be waived by the Employer between the second (2nd) Monday in December and the second (2nd) Monday in January, to provide for Christmas and New Year's scheduling.
- e. The scheduling provisions of Article(s) 10.02 and 10.03 are waived in order to accommodate the extended tours.
- f. The day shift will be the first shift of the day.

3. Paid Time Entitlement - Full-time Only

- a. Entitlements for vacation and sick benefits will be converted to equivalent hours.
- b. Payment of holidays as stated in Article 15 will remain at seven and one half (7½) hours per day.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #2

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the “Employer”)**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the “Union”)**

PROFESSIONAL RESPONSIBILITY – WORKLOADS

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

Employees are encouraged to raise their concerns with their supervisor. In the event that the workload concern is not resolved to the employee’s satisfaction, the employee, or group of employees, may submit their concern(s) to the Labour Management committee through their Union Steward in a format to be determined by the respective committee.

In the event that an employee or group of employees, covered under the *Regulated Health Professions Act (RHPA)*, are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor. The employee shall complete a “Workload Review Form” which shall be provided to the supervisor and to the Union.

The Workload Review Form will be attached as an Appendix “A” to the collective agreement.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #3

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

SCHEDULING COMMITTEE

All requests to amend a master schedule must first be directed to the immediate supervisor for consideration. Failing resolution, either party may address the request or recommend the matter be addressed as follows:

- a. A joint scheduling committee will be established on as needed or requested basis between the parties. The number of representatives appointed to such a committee will not be more than three (3) representatives from the bargaining unit. Members will be permitted to attend meetings of the committee without loss of pay.
- b. The Employer, upon written request from the Union, will provide the Union copies of posted schedules from a specific area or department and the shift coverage that is required to be worked within that specific area or department.
- c. The Union may request the scheduling committee to meet in order to discuss a proposed schedule for a particular department. Prior to the meeting being scheduled by the Employer, the Union will provide the Employer with the proposed schedule.
- d. The scheduling committee will discuss the proposed schedule. If such proposed schedule is impractical, the Employer will provide the Union scheduling committee with any reason(s) why such proposal is impractical.
- e. If the parties agree to a schedule change which is in conflict with the current provisions of the collective agreement they may enter into a letter of understanding addressing any necessary amendments, including how the new schedule will be implemented or discontinued.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #4

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

ARTICLE 19.01 – BENEFITS (Part-Time)

Employees who work between thirty (30) and thirty-seven and one half (37.5) hours will have a one-time option of selecting between the benefit plan and the in-lieu benefits in Article 20.01.

Signed this _____ day of _____, 20____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #5

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

PART-TIME IN LIEU ENTITLEMENT

Current staff as of December 19, 2013 will be 'grand-parented' at their current in-lieu amount if it is greater than the provisions outlined in 20.01. Namely, staff who are at 14% in lieu and have no reduction in that amount for pension contributions will not be reduced.

Signed this _____ day of _____, 20____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #6

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the “Employer”)**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the “Union”)**

ARTICLE 4.01

Pursuant to Article 4.01, the parties are in agreement that the supervisory position currently performing duties similar to those of bargaining unit employees will continue for the duration of the current agreement and may continue subject to negotiations provided they do not directly cause or result in the layoff of employees or the reduction of current hours in the bargaining unit and will only be subject to change on the mutual agreement of the parties:

Director, Clinical Records, Admitting, Registration and Privacy.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #7

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

MAINTENANCE SCHEDULING

Pursuant to 10.09b, the practice of scheduling up to eleven (11) consecutive days in Maintenance will continue unless the sixty (60%) of the staff request or the Employer requires a change to the schedule with a minimum of eight (8) weeks' notice.

Signed this _____ day of _____, 20_____.

For the Employer

For the Union

LETTER OF UNDERSTANDING #8

Between

**HALDIMAND WAR MEMORIAL HOSPITAL (Service)
(hereinafter referred to as the "Employer")**

and

**GRAND RIVER VALLEY HEALTH CARE EMPLOYEES UNION, LOCAL 305
affiliated with CLAC
(hereinafter referred to as the "Union")**

JOB SHARING

The parties are in agreement that:

1. Job sharing arrangements will be administered per the Employer's policy (PS003, December 2001) regarding Job Sharing.
2. The parties may meet to discuss recommended changes to the policy.

Signed this _____ day of _____, 20____.

For the Employer

For the Union

APPENDIX "A"

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location: _____ Department/Unit: _____

Type of Work Being Performed:

Number of Staff on Duty: _____ Usual Number of Staff on Duty: _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below:

To correct this problem, I/we recommend:

Name/Title of Immediate Supervisor Notified:

Date/Time of Notification:

Response/Action:

I/We do not agree with the resolution of my/our concern(s). I/we therefore request our local union refer these concerns to the Labour Management Committee.

Signature of Employee(s) & Printed Name(s) on Line Below:
