

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KEMPTVILLE DISTRICT HOSPITAL**

**(KDH, the Hospital)**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 772**

**(IUOE, the Union)**

**Full and Part-Time Employees**

**EXPIRY: 31 March, 2017**

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Schedule "B"

COLLECTIVE LABOUR AGREEMENT  
BETWEEN:  
KEMPTVILLE DISTRICT HOSPITAL  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 772  
(FULL TIME AND PART-TIME)

**ARTICLE 1 – RECOGNITION**

**1.01 Full-time:** The Hospital recognizes the Union as the sole and exclusive bargaining agent of all employees of Kemptville District Hospital at its Hospital in Kemptville, save and except office staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors (department heads), persons above the rank of supervisor, students employed during school vacations, plant superintendent, assistant plant superintendent, and persons covered by subsisting collective agreements.

**1.02 Part-time:** In accordance with the Certificate issued by the Ontario Labour Relations Board and dated the 6<sup>th</sup> day of January 1986, the Hospital recognizes the International Union of Operating Engineers, Local 772, as the bargaining agent of all employees at KDH employed for not more than twenty-four (24) hours per week, save and except the positions indicated above and persons in the Bargaining Units for which any trade unit held bargaining rights on November 6<sup>th</sup>, 1985.

**1.03 Probationary Period:** A new employee shall be considered on probation until s/he has completed three (3) months (F/T) or 487.5 hours (P/T) of work for the Hospital.

Upon completion of the probationary period her/his name shall be placed upon the appropriate seniority list and her/his service date shall be established as of the date on which s/he was first employed.

During the probationary period s/he shall be entitled to all of the rights and privileges of employee covered by this Agreement, except that s/he shall have no recourse to the grievance or arbitration provision of the agreement with respect to lay-off, recall or discharge.

With the written consent of the Hospital, the probationary employee and the Shop Steward of the Local Union executive or delegate, such probationary period may be extended. Any extensions will be in writing and will specify the length of the extension.

- 1.04 (a) **Full-time Employee** is defined as an employee who regularly works the normal hours per week as defined in Article 9.
- (b) **Part-time Employee** is defined as an employee who works less hours than the normal full time weekly hours, who makes a commitment to be available for work at the Hospital on some predetermined basis and in respect of whom there is in fact a predetermined schedule.
- (c) **Casual Employee** is defined as an employee who agrees to be available for work at the Hospital on a generally undetermined schedule and for whom no predetermined schedule exists.
- (d) **Temporary Full-time**

Part-time employees may be required to work regular full time hours, for a specific term not to exceed six (6) months and will continue to be classified as Part-time with the exception of a maternity/parental leave replacement to not exceed twelve (12) months. This provision will apply in the following instances; to replace a Full time employee who will be on an approved leave of absence, absence due to W.S.I.B. disability, sick leave or to perform a special non-recurring task. This term may be extended on mutual agreement of the Union, employee and the Hospital. Part-time employees who accept a Temporary Full time assignment shall continue to be considered a Part-time employee with the sole exception of the working schedule. In such case, the Temporary Full time employee who is called in on their regularly scheduled day off shall be paid as per a regular Full time employee, as overtime when the employee works their full regular full time master schedule for that pay period.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

2.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;

- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) Make, enforce and alter from time to time, rules and regulations to be observed by the employees that are not inconsistent with the provisions of this Agreement and with relevant legislation.

**2.02** These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE 3 – UNION SECURITY**

- 3.01** (a) The Hospital will deduct from the salary of the employees covered by this Agreement the current monthly union dues and assessments uniformly levied by the Union. Said deductions and a list of names of employees from whom deductions have been made shall be remitted monthly to the Financial Secretary of Local 772, International Union of Operating Engineers. The Financial Secretary will notify the Hospital in writing as to the amount of Union dues and assessments.
- (b) Full-time Employees who were on the payroll of the Hospital as of August 4<sup>th</sup>, 1971 and who were members of the Union as of that date or later may become members of the Union, must remain members in good standing during the term of this Agreement. Employees who are hired on or after August 4<sup>th</sup>, 1971 shall become members of the Union upon completion of the probationary period. The first (1<sup>st</sup>) deduction of dues shall be made from the pay of new employees starting from their first pay period.
- (c) Part-time and Casual Employees shall become members of the Union upon completion of the probationary period. The first (1<sup>st</sup>) deduction of dues shall be made from the pay of new employees starting from their first pay period.

**3.02** New employees shall have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes on the day of, or during the employee's general orientation day. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

### **ARTICLE 4 - REPRESENTATION**

**4.01** The Union may appoint and the Hospital shall recognize a Bargaining Committee comprised of not more than three (3) members including both Full time and Part-time Collective Agreements. A member of the said Bargaining Committee shall receive their regular rate of pay for all regularly scheduled working hours lost due to attendance at negotiating meetings, but shall not receive his regular rate of pay during the period of time where the services of a Conciliation Officer are used.

**4.02** The Union Shop Steward shall be allowed time as is reasonably necessary to process and finalize grievances as is hereinafter provided, subject to their first obtaining permission from their Manager/Director. Such permission shall not be unreasonably withheld. Reasonable notice shall be given to the Manager/Director. A member of the Bargaining Committee and Shop Stewards shall receive their regular rate of pay for all regularly scheduled working hours lost due to servicing grievances. No Union member shall receive their regular rate of pay for any preparation prior to, or attending Arbitration.

#### **4.03 Labour Management Committee Meeting**

Where the parties mutually agree that there are matters of mutual concern and interest that could be beneficially discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. The Union and the Hospital will take turns to produce the agendas and minutes of the meetings and will provide them to all committee members.

The Labour Management Committee will consist of the three (3) Shop Stewards and the Representative of the Bargaining Unit and an equal number of Hospital representatives.

The names of the Shop Stewards will be provided to the Employer.

The Labour Management Committee shall endeavor to meet monthly with the objective of promoting positive relationships between the Employer and employees.

Topics to be discussed will include but are not limited to; grievances, workload complaints and/or concerns, budgetary and staffing issues. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this agreement.

Committee members shall receive regular earning for time spent at such meetings.

### **ARTICLE 5 - GRIEVANCE PROCEDURE**

#### **5.01 Definitions**

**Individual Grievance:** An individual grievance is defined as any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement. An individual grievance may be presented in writing within ten (10) calendar days after the circumstance giving rise to the grievance has occurred. The grievance shall then be treated as being initiated at Step 1.

**Group Grievance:** Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving 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. The grievance shall then be treated as being initiated at Step 2.

**Policy Grievance:** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.

**Step 1:** In the mutual desire of the parties hereto that issues of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until s/he has first given his/her immediate supervisor the opportunity of adjusting his issue. Such issue shall be discussed verbally with his/her immediate supervisor in person, by telephone or by email within ten (10) calendar days after the circumstances giving rise to it have occurred. An employee who wishes may ask to be accompanied by his/her Shop Steward and if the issue is settled, a response shall be provided to the respective Shop Steward or Union Representative.

**Step 2:** Failing a settlement under Step 1 within ten (10) calendar days after the circumstances giving rise to it have occurred, the written grievance will be forwarded at under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement. The grievance form must reference the violated article(s). The grievance shall be referred to the monthly or next Labour Management Committee meeting. If the Manager/Hospital's reply is not satisfactory to the grievor, the grievance will be further processed.

**Step 3:** Failing a settlement under Step 2, within ten (10) calendar days of the review of the grievance by the Labour Management Committee in an attempt to resolve the grievance, such difference may be taken to arbitration. If no written request for arbitration is received by the Manager of Human Resources (or designate) within twenty-one (21) calendar days after the decision at Step 2 is given, it shall be deemed to have been settled and is not eligible for arbitration.

**5.02** Agreements settling grievances reached between the Hospital and the Union shall be produced in writing and signed by the representatives of the parties. Such agreement shall be final and binding upon both parties.

**5.03** Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided for each step of the grievance procedure shall be deemed to have been dropped.

Where no response is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.

- 5.04** The Legal Counsel Representatives for the two (2) parties shall attempt to select a single Arbitrator. Failing agreement on a single Arbitrator, the Minister of Labour of the Province of Ontario shall be requested to appoint a third party who shall act as Arbitrator. The Arbitrator shall then hear the matter in dispute, and render a decision thereon in writing as expeditiously as possible.
- 5.05** The Arbitrator shall not have authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- 5.06** The decision of the Arbitrator shall be final and binding on both parties to this Agreement.
- 5.07** Each party hereto shall jointly bear the expenses of the Arbitrator, if any.
- 5.08** Saturdays, Sundays and paid holidays as set out in Article 13 will not be counted in computing the time within which any action is to be taken or completed under the provisions of this Article.
- 5.09** The time limits fixed in both the Grievance and Arbitration procedures may be extended by written consent of the parties to this Agreement.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE / CLEARING OF RECORDS**

- 6.01** An employee who alleges that he or she has been discharged or disciplined without just cause may file a written grievance with the Chief Executive Officer or delegate, as provided in section 5.01 of this Agreement, within ten (10) calendar days of such discharge or discipline. In the event that the grievance is not resolved to the employee's satisfaction, it may be taken to arbitration as provided in section 5.01 of this Agreement. In making the decision, the Arbitrator may substitute such other penalty for the discharge or discipline as to which seems just and reasonable in all of the circumstances.

If an employee is suspended or discharged from his/her employment and required to leave the Hospital before the end of his/her shift, he/she shall be given the opportunity of conferring with his/her Union representative or an officer of the Union in a place designated by the Chief Executive Officer or designate for a period of up to thirty (30) minutes prior to leaving the premises, if the employee so desires.

The Union shall be copied on all discharge and discipline documentation.

### **6.02 Clearing of Record**

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction, provided that such employee's record has been discipline free for twelve (12) months.



## **ARTICLE 7 - SENIORITY**

**7.01** Seniority based on the employee's length of continuous service in the bargaining unit shall be recognized by the Hospital.

- a) Part-time employees will accumulate seniority and service on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire or January 1<sup>st</sup>, 1979.
- b) Full time employees shall be recognized from the first (1<sup>st</sup>) date of hire upon completion of the probationary period.

### **7.02 Employment Termination**

Seniority rights and an employee's employment shall be deemed to have terminated if s/he:

- (a) resigns on his own accord;
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) is laid off for a period of more than twelve (12) months;
- (d) declines notice of recall to same position and status held prior to layoff as per Article 8 – Layoff and Recall;
- (e) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Hospital is given by the employee;
- (f) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted unless an explanation satisfactory to the Hospital is given by the employee;
- (g) fails to return to work within seven (7) calendar days after being recalled from a lay-off by notice sent by registered mail to the last known address according to the records of the Hospital, unless a satisfactory explanation is given by the employee;
- (h) is classified as a casual employee and has been offered and not worked a shift in six (6) consecutive months is deemed to have resigned as per Article 9.18 (g).
- (i) if an employee continues to perform work outside of the Bargaining Unit for more than thirty (30) days.
- (j) refuses to continue to work or return to work during an emergency as defined by the Emergency Preparedness Plan which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital.

A Full-time and Part-time employee shall continue to accumulate seniority during any approved leave of absence not exceeding thirty (30) working days. Should the leave of absence exceed thirty (30) working days s/he shall retain seniority attained to the date the absence began and including the thirty (30) working days but will not accumulate any further seniority while the leave of absence continues.

### **7.03 Vacancies and New Positions**

When filling vacancies or new positions, any staff reductions and/or redeployment, the Hospital shall consider qualifications, skills, ability and experience. When all are relatively equal, then seniority shall apply.

Where a vacancy or new position occurs within the Bargaining Unit, the Hospital shall post such vacancy or new position for a period of five (5) working days exclusive of Saturdays, Sundays and paid holidays. Employees may submit a written application for such vacancy before the posted deadline. All applications must be received in the Human Resources office by the posted end date and include the completed application for internal posting form. It is the employee's responsibility to provide an updated resume along with the completed application form for each posted vacancy or new position. The Hospital may fill a vacancy temporarily at its discretion during the period of posting and until such time as a permanent appointment is made. Casual opportunities will not be posted.

**Right of Return:** When an employee is appointed to a vacancy or new position, they shall have the option within three (3) months to the right of return to their former position and employment status or in the event that the employee does not meet the requirements of the position as per the job description, the employee shall be provided with the reasons in writing, prior to the employee being returned to their former position.

In filling permanent vacancies the Hospital must take into consideration its Part-time employees before hiring from outside the Bargaining Unit.

The Hospital agrees to provide a copy of all vacant positions to the Union prior to posting.

**7.04** The Hospital shall post a seniority list showing the seniority of each Full-time and Part-time employee. The list shall be posted as amended and revised after the last pay period in January and August of each year. A copy shall be provided to the Union.

Part-time employees' seniority shall be expressed in hours and 1725 hours equates to one (1) year.

The Hospital shall furnish to the local Union a list of new employees showing their names, addresses, date of hire and department classification status (Full, Part-time or Casual) as well as a list of employees whose service has been terminated.

### **7.05 Status Change – Conversion of Seniority Hours**

An employee whose status is changed from Full-time to Part-time shall receive credit for his/her seniority and service on the basis of 1725 hours worked for each year of full time seniority and service. An employee who changes status from permanent part-time to permanent full time shall have their seniority hours calculated to adjust their seniority anniversary date.

**7.06** An employee shall retain and accumulate seniority and service in the following instances:

- (a) Pregnancy leave for a period of up to the period of time taken and as per legislation;
- (b) Parental leave for a period of up to the period of time taken and as per legislation;
- (c) Absence due to a work related accident/illness as per legislation;
- (d) Absence due to a sickness or an accident as per legislation; Benefits will continue as per legislation for employees;
- (e) During any approved leave of absence not exceeding thirty (30) working days.

**7.07** (a) An employee shall continue to accrue seniority (not service) in the following instances:

- (i) absence for a period of eighteen (18) months if the employee's absence is due to disability resulting in LTD benefits.
  - (ii) absence for a period as per legislation if the employee's absence is due to disability resulting in W.S.I.B.
  - (iii) for a period of one (1) year if the employee's unpaid absence is due to an illness.
- (b) An employee shall retain his seniority and service in the following instances:
- (i) a lay-off for a period not in excess of twelve (12) months;
  - (ii) approved leave of absence exceeding thirty (30) working days.

## **ARTICLE 8 – LAY-OFF AND RECALL**

### **8.01 Full time and Part-time**

- (a) In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:
  - (i) provide the Union with no less than five (5) months' notice of proposed lay-off or elimination of position; and

- (ii) provide the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of lay-off or pay in lieu thereof.
- (iii) in the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums for the duration of the five (5) month notice period.

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

- (iv) Any staff reductions and/or redeployment shall be carried out in reverse order of seniority.
- (b) An employee in receipt of notice of lay-off pursuant to 8.01 (a) may:
- (i) accept the lay-off; or
  - (ii) opt to receive a separation as outlined in Article 27; or
  - (iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP); or
  - (iv) opt to bump and displace the least junior employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the Bargaining Unit if the employee originally subject to lay-off has the qualifications, skills, ability and experience to meet the normal requirements of the position.

An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 8. A Full time employee can displace another full time employee, if none exist, the Full time employee shall have the option to bump the least junior Part-time employee under the understanding that s/he will be relinquishing all of their rights to Full time benefits.

A Part-time employee can displace another junior part-time employee in the Bargaining Unit only, while meeting the bumping requirements.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within five (5) working days after receiving the notice of lay-off (not including Saturdays, Sundays and paid holidays).

**Note:** For purposes of the operation of clause (iv), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off

employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in this classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within seven percent (7%) of the laid-off employee's straight-time hourly rate.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature including a Full time employee, whose hours of work are subject to Article 9.01 reduced, shall have the right to accept the lay-off or displace another employee in accordance with (i) and (iv) above.

No Full time employee within the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one (1) or more Part-time employees.

**Recall:**

- (c) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she has the qualifications, skills, ability and experience to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital will endeavor to provide employees with two (2) weeks' notice of recall to a position or opportunity, with a copy of the letter to the Union. The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record in the Human Resources personnel file with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the position to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record in the Human Resources personnel file with the Hospital.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to

such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

An employee who has been recalled to a temporary vacancy is no longer considered on layoff for the duration of the temporary assignment and therefore will not qualify for other available vacancies under the recall rights once he/she has accepted the temporary assignment or during the temporary assignment (unless the vacancy is of the same position and status that the employee held prior to the layoff).

An employee who accepts a temporary position while on layoff shall have their recall period extended by the period of the temporary assignment.

d) **Short Term Cancellation**

1. Subject to Article 9.01, periods of departmental closure causing shift cancellations such as but not limited to the OR, Spring and Christmas breaks, and Summer Holidays, the Hospital shall notify the affected employee and Union in writing, in advance, outlining the employee's options:
  - (i) accept the layoff/cancellation
  - (ii) take vacation
  - (iii) take a leave of absence without pay
  - (iv) displace/bump an employee with lesser bargaining unit seniority in the following order, same classification, or lower, or identical wage classification in the Bargaining Unit for which the laid off employee has the qualifications, skills, ability and experience to meet the requirements of the job. In the event that there are no employees with lesser seniority in the same classification or lower or identical wage classification, the laid off employee shall have right to the provisions outlined in the Collective Agreement, Article 8.
2. The affected employee upon notice shall notify the Hospital of his/her intent within five (5) working days from the date of written notification (excluding Saturdays, Sundays and paid holidays).
3. A Full time employee shall only have the right to displace another Full time employee. A Part time employee shall only have the right to displace another Part- time employee.
4. If the affected employee wishes to accept the lay-off, or there are no junior employees to displace, he/she shall have the option of recall rights for the cancelled shift(s), in the event work becomes available in accordance with the Collective Agreement.

5. If the affected employee elects to exercise his/her bumping rights, the employee shall determine work with the area Manager/Supervisor and bump the most junior employee for the designated work hours that he/she was issued for the cancellation notice.
6. A junior employee bumped shall be deemed to have been laid off and shall be entitled to notice and provisions in accordance with Article 8.

e) **Single Shift Cancellation**

1. In the event that an employee's shift is cancelled and is given the appropriate twenty-four (24) hours' notice, as per the Collective Agreement, the affected employee may elect to exercise his/her options as follows:
  - i) accept the cancellation
  - ii) take a vacation
  - iii) take a leave of absence without pay
  - iv) displace/bump another employee who has lesser bargaining unit seniority in the same classification, or a lower or identical wage classification in the Bargaining Unit for which the laid off employee has the qualifications, skills, ability and experience to meet the requirements of the job. In the event that there are no employees with lesser seniority in the same classification, or a lower or identical wage classification, the laid off employee shall have the right to follow right to the provisions outlined in the Collective Agreement, Article 8.
2. If the affected employee elects to accept the cancellation, he/she shall have the option to exercise his/her recall rights for the cancelled shift should work become available.
3. If the affected employee elects to exercise his/her bumping rights, he/she will work with the area Manager/Supervisor and bump the most junior employee.
4. A junior employee so displaced shall be deemed to have been laid off and shall be entitled to notice and provisions in accordance with Article 8.
5. An employee scheduled to work a four (4) hour shift or more is sent home, following four (4) hours worked, the employee shall have the right to the above options.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME – Full-time Only**

- 9.01** (a) Full time employees shall normally work a total of one hundred fifty (150) paid hours in each four (4) week period. Each employee shall rotate according to schedule.
- (b) Full time employees regularly employed on a full time basis but for less than 37.5 paid hours per week shall earn vacation, paid holidays and sick pay in accordance with regular hours worked.
- 9.02** All authorized work performed in excess of seven and one-half (7 ½) paid hours per shift shall be paid for at one and one-half times (1 ½) the employee's basic straight time rate of pay. Saturdays and Sundays, when falling within the regular scheduled work week shall be paid at straight time.
- 9.03** An employee who is called in to work outside of his regular scheduled hours shall be paid at time and one-half (1 ½) his/her regular rate of pay for all work performed with a minimum of four (4) hours pay at his/her regular straight time hourly rate except to the extent that this four (4) hour period overlaps and extends into his/her regular shift in which case s/he shall receive pay only for the hours actually worked prior to the commencement of his/her regular shift. An employee will only qualify for the minimum payment twice in any eight (8) hour period.
- 9.04** The Hospital will post shift schedules two (2) full weeks in advance, provided that it may make changes in the posted schedules for reasons beyond its control. An employee who wishes to exchange a shift with another employee may do so if approved by the department head and/or delegate, provided that the exchange does not entitle the payment of overtime. The agreement to exchange shifts must be confirmed in writing.
- 9.05** (a) The work schedule shall not be changed without advising the employees.
- (b) A paid rest period will be granted for each four (4) hours of work at a time to be determined by the Hospital.
- (c) The Hospital shall ensure that each employee is provided at least every third (3<sup>rd</sup>) weekend off.
- (d) Full time employees will be granted five (5) consecutive days off during the Christmas / New Year's holiday season.
- (e) Employees shall receive at least forty-eight (48) hours off between the completion of the night shift and the commencement of the day shift.
- 9.06 Time off between shifts:** Employees will not be required to work without a minimum of twelve (12) hours off between the end of one (1) shift and the commencement of their next shift. If an employee is required to work without the twelve (12) hours off s/he will be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked during that shift.



This provision will not apply where there has been an exchange of shifts by two (2) employees and which exchange must first have the approval of the employee's immediate supervisor or where an employee has requested to work for his/her own convenience and the time off between shifts is less than twelve (12) hours. .

**9.07 Overtime on Days of Rest (Maintenance Personnel Only)** Where an employee is required to work during a period of days off, s/he shall be paid at one and one-half (1 ½) times his/her regular straight time hourly rate for work performed on his/her first day of rest and double time (2x) for all hours worked on each additional day off during that period.

**9.08 Standby (Maintenance Personnel Only)**. A Maintenance Mechanic who is required to be on standby shall receive an allowance of three dollars and thirty cents (\$3.30) per hour of standby.

Standby premium on a paid holiday shall be four dollars and ninety cents (\$4.90) per hour.

A Maintenance Assistant who is required to be on Standby shall receive an allowance of two dollars and fifty cents (\$2.50) per hour of standby.

The pay for standby will not be deducted from call-back pay when an employee is called back to work during the standby period.

For Christmas, Boxing Day and New Year's Day, the Standby responsibility shall alternate from year to year. An employee shall not be required to be on standby for the holiday season twice in a row.

### **9.09 Extended Tours**

For employees working Extended Tours, the following provisions shall prevail:

- **Hours of Work and Overtime**  
The normal daily extended hour shall be eleven and a quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. It is understood that for the hours worked by employees scheduled for extended hours Article 9.02 and 9.11 do not apply. Employees will not be scheduled to work extended tours without a minimum of twelve (12) hours off between the end of one (1) scheduled shift and the commencement of their next scheduled shift.
- **Extended/Hours - Introduction/Discontinuation**
  - a) Extended tours shall be introduced to employees when:
    - (i) sixty percent (60%) of the employees in the full time unit and 60% of the employees in the part-time unit so indicate by secret ballot; and

- (ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- b) Extended tours shall be discontinued in any event when:
  - (i) sixty percent (60%) of the employees in the two (2) (combined) bargaining units so indicate by secret ballot; or
  - (ii) the Hospital because of:
    - (a) adverse effects on patient care;
    - (b) inability to provide a workable staffing schedule;
    - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- c) When written notice of discontinuation is given by either party in accordance with paragraph two (2) 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 extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- d) (i) Where employees are working extended hours the normal daily extended tour shall be eleven and a quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - (ii) Article 9.02 shall not apply to hours worked on extended hours.

**HOURS OF WORK AND OVERTIME - Part-time Only**

**9.10** The normal work day shall be seven and one-half (7 ½) hours.

**9.11** (i) All authorized work performed in excess of seven and one-half (7 ½) hours per shift shall be paid for at one and one-half (1 ½) times the employee's regular straight time rate of pay.

(ii) All authorized work performed in excess of seventy-five (75) hours in a two (2) week pay period shall be paid for at one and one-half (1 ½) times the employee's regular straight time rate of pay.

**Reporting Pay:** Employees who report for any scheduled shift will be guaranteed at least four (4) hours or the hours of the shift worked, whichever is greater, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting pay as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

When scheduled for four (4) hours of work, employees can be extended up to a maximum of twelve (12) hours without incurring overtime.

**9.12** A paid rest period will be granted for each four (4) hours of work at a time to be determined by the Hospital.

**9.13 Time Off Between Shifts**

Employees will not be required to work without a minimum of twelve (12) hours off between the end of one (1) shift and the commencement of their next shift. If an employee is required to work without the twelve (12) hours off s/he will be paid at time and one-half their regular rate of pay for all hours worked during that shift. This provision will not apply where there has been an exchange of shifts by two (2) employees and which exchange must first have the approval of the employee's immediate supervisor or where an employee has requested to work for his/her own convenience and the time off between shifts is less than twelve (12) hours.

**9.14 Posted Tour of Duty Changes**

(a) When a posted tour of duty is changed without twelve (12) hours of notice, the employee shall be paid at one and one half (1 ½) times his regular straight time hourly rate on the first shift of the new schedule.

(b) The work schedule shall not be changed without advising the employees.

**9.15 Banking Overtime Hours:** Part-time employees shall have the option of banking overtime hours when overtime has been pre-approved by management. The overtime bank is not to exceed thirty-seven and one half (37.5) hours at a time. When the employee requests to withdraw hours from the overtime bank, it must be the equivalent of a shift(s). All part-time overtime banks will be paid out in the last pay period of the fiscal year.

**9.16 Premium Pay**

A Part-time employee will receive payment at one and one half (1 ½) times his/her regular hourly rate of pay for all hours worked on a 4th and additional, if any, consecutive weekend save and except where:

(a) weekend work has been requested by the employee; or

(b) an employee has requested to work a particular weekend for his/her convenience; or

- (c) upon obtaining Hospital approval, the employee works a weekend as the result of an exchange of shift with another employee.

A weekend is defined as commencing at 23:00 hours Friday and ending at 23:00 hours Sunday.

**9.17** If an employee is called into work for one half hour (½) after the normal starting time of a shift the employee will be paid for the full shift or whatever portion of a shift is required. An employee who is called in to work and who reports for work as required shall be paid a minimum of four (4) hours pay.

- 9.18** (a) Part-time employees must be available to work as required by the Hospital on every second (2<sup>nd</sup>) weekend and at least two (2) shifts per week or four (4) shifts (7.5 hour) per pay period.
- (b) Part-time employee must be available to work as scheduled and must work, as required by the Hospital on either December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>.
- (c) When a Part-time employee is scheduled to work the Saturday and Sunday where a holiday (as set out in Article 13) falls on a Friday or Monday, of that time period, the employee scheduled, must work on the Holiday. If the employee elects to request time off on the Saturday or Sunday, the Holiday will also be removed from their schedule, and replaced by the employee filling the requested time off.
- (d) When a master schedule is drafted, all work available in the unit will be distributed as equitably as possible amongst the regular part-time employees assigned to that unit. All part-time employees will be scheduled up to their commitment of two (2) shifts per week or four (4) shifts per pay period, before any casual part-time employees are utilized.
- (e) **Offering Shifts to Part-time and Casual Employees**

When Part-time employees in a unit have been given the opportunity to work up to their commitment of two (2) shifts per week or four (4) shifts per pay period, the Hospital will endeavor to offer additional shifts to Part-time employees on the unit on the basis of seniority, prior to offering shifts to casual employees, subject to the following:

- (i) Employees who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital;
- (ii) At the time of posting bi-weekly schedules, all Part-time employees who have indicated their availability will be block booked for any additional shifts available, in order of seniority, up to a maximum of seven (7) shifts in a row;
  - to a maximum of sixty (60) hours with twelve (12) hours between each individual shift;

- to a maximum of seventy-five (75) paid hours in the paid time period. It will be the responsibility of the employee to confirm their bi-weekly schedules at the time of posting.
- (iii) A shift shall be deemed to be offered whenever a call is placed if the required shift is within forty-eight (48) hours; if the required shift is over forty-eight (48) hours, the Hospital will wait two (2) hours for the employee to respond;
  - (iv) It is understood and agreed that the Hospital will not be required to offer shifts which would result in overtime or premium pay and that acceptance of such shifts will not result in a change in status from part-time to full time;
  - (v) When a Part-time employee accepts an additional shift, s/he must report for shift unless arrangements satisfactory to the Hospital are made.

**Shift Definition:** For the purpose of this provision, a shift shall mean seven and one half (7.5) paid hours: therefore, four (4) paid hours is half (0.5) a shift and eleven and one quarter (11.25) paid hours is one and one half (1.5) shifts.

- (f) **Commitment:** Part-time employees will be transferred to Casual status if they do not or cannot fulfill commitment, without good and substantial reason for not doing so. The Hospital will provide thirty (30) days written notice to the employee and the Union regarding the reason for the transfer.
- (g) **Casual employees** who have been offered and not worked a shift for a period of six (6) consecutive months will be deemed to have vacated / terminated their employment with the Hospital and their name will be removed from the casual list.
- (h) **A casual employee** who declares availability for any shift and later becomes unavailable for work shall notify his/her manager as soon as this change of circumstance becomes known to him/her.
- (i) **Contact Information:** Employees are required to provide the Hospital with their contact information to a maximum of two (2) contacts such as but not limited to cell and home numbers.
- (j) **Hours Between Night and Day Shift:** Employees shall receive at least forty-eight (48) hours off between the completion of the night shift and the commencement of the day shift.
- (k) **Line to Line Schedule:** If the Hospital offers a line to line master schedule as an option to employees, 100% of the employees in the classification in the department will have to agree to the line to line schedule. When a new master schedule is released thereafter, the part-time employees will have the option of picking their lines on a seniority basis.

### **9.19 Daylight Savings Time**

When the time changes from standard time to daylight savings time, or vice versa the employee shall receive remuneration only for hours worked, without any overtime bonus.

## **ARTICLE 10 – JOB SHARE ARRANGEMENTS**

**10.01** Job sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be one (1) full time position. If the Hospital agrees to a job sharing arrangement the following conditions shall apply:

- (1) Job sharing requests with regard to full time positions shall be considered on an individual basis.
- (2) Total scheduled hours worked by the job sharers shall be the equivalent to one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Department Head/Manager.
- (3) The above schedules shall conform to the scheduling provisions of the Full time.
- (4) Each job share may exchange shifts with his/her partner.
- (5) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharer shall only be required to work the number of paid holidays that a Full time employee would be required to work.
- (6) The employee involved in a job sharing arrangement will be classified as Part-time and will be covered by the provisions relating to the Part-time employees in this agreement.
- (7) In the event of a job share, the position shall be considered as a full time position for layoff purposes.

### **Coverage**

- (1) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) cannot cover the other, the Manager/Director must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers may be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job sharer partner is scheduled and where such would not result in premium payment, and where other Part-time employees have been scheduled up to their commitment.

- (2) Vacation, Maternity Leave, and other leaves, pursuant to Full time and Part-time agreement.

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Manager/Director, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be done in accordance with Article 7.03 of the collective agreement.

**Implementation:**

- (1) Where the job sharing arrangement arises out of the filling of a vacant full time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (2) A Full time employee wishing to share his/her position may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (3) If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a Full time position. The remaining employee will have the option of continuing the full time position or reverting to an available Part-time position for which s/he is qualified. If s/he does not continue Full time, the position must be posted in accordance with the Collective Agreement. If a permanent Part-time position is not available and the remaining employee elects to not continue in the full time line, the employee must submit his/her resignation from his/her permanent Part-time status and will be placed on the casual roster in that classification.

**Discontinuation:**

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should the parties discontinue the job sharing arrangement the employees currently working those arrangements will have the option of reverting to their former status or remain part-time.

## **ARTICLE 11 – SHIFT AND WEEKEND PREMIUMS**

**11.01 Shift Premium:** Employees shall be paid a shift premium of one dollar and forty-five cents (\$1.45) per hour for all hours worked where the majority of their scheduled hours fall between 15:00 and 07:00 hours.

As of April 1, 2016, the shift premium of one dollar and fifty-five cents (\$1.55) per hour will be paid for all hours worked where the majority of their scheduled hours fall between 15:00 and 07:00 hours.

**11.02 Weekend Premium:** An employee shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) for each hour worked between 23:00 hours Friday and ending 23:00 hours Sunday.

As of April 1, 2016, the weekend premium of one dollar and fifty-five cents (\$1.55) per hour will be paid for all hours worked between 23:00 hours Friday and ending 23:00 hours Sunday.

If an employee is receiving premium pay under Article 9.16 s/he will not receive weekend premium under this Article.

### **11.03 No Pyramiding**

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision in this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the higher premium will be applied. The provisions of this clause will not negate any entitlement to shift premium.

## **ARTICLE 12 - TEMPORARY TRANSFERS**

**12.01** An employee who is required to work in a higher paid classification in the bargaining unit for a period of seven and one-half (7 ½) or more consecutive hours shall receive the rate of pay applicable to the higher classification.

**12.02** An employee who is transferred or reassigned temporarily to a lower paid classification shall continue to receive his/her regular rate of pay.

**12.03** Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one half (½) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

**12.04** An employee who accepts a temporary position while on layoff shall have their recall period extended by the period of the temporary assignment as per Article 8.



**ARTICLE 13 - PAID HOLIDAYS – Full-time and Part-time**

**13.01** For the purpose of this Agreement, the following shall be recognized as paid holidays for Full time and Part-time employees:

|                |               |                 |
|----------------|---------------|-----------------|
| New Years' Day | Victoria Day  | Thanksgiving    |
| Family Day     | Canada Day    | Remembrance Day |
| Good Friday    | Civic Holiday | Christmas Day   |
| Easter Monday  | Labour Day    | Boxing Day      |

In the event that some other day is proclaimed as an additional compulsory statutory holiday by the Government of Ontario or of Canada, such holiday shall be substituted for one (1) of the twelve (12) holidays provided for in this Collective Agreement as may be agreed upon by the Hospital and the Union, it being the intent that there will be no more than twelve (12) paid holidays for Full-time and Part-time employees.

A Part-time employee who is required to work on a holiday shall be paid one and one half (1 ½) his/her basic straight time rate of pay, exclusive of shift premium, for all time worked on such holiday.

A Full time employee who is normally scheduled to work Monday to Friday and whereby a Statutory Holiday falls within one (1) of those days, he/she will take the Statutory Holiday off with regular rate of pay.

**Full Time Only:**

**13.02** In order to qualify for holiday pay, a Full time employee must work his/her last full scheduled shift immediately preceding and his/her first (1<sup>st</sup>) full scheduled shift immediately following the holiday, unless excused from doing so by the employer.

A Full time employee who is required to work on a holiday shall be paid one and one half (1 ½) times his/her basic straight time rate of pay, exclusive of shift premium, for all time worked on such holiday. In addition, if s/he qualifies under the provisions of Article 13.02, s/he shall be granted a lieu day off with pay at his/her basic straight time rate of pay, such day to be granted within sixty (60) days of the date on which the holiday was observed, to be taken on a day arranged between the employee and the Department Head.

A Full time employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless excused by the employer.

If a paid holiday is observed during a vacation period or on his/her regular day off, s/he shall be granted a lieu day off on a date to be selected by agreement between the Department Head or designate and the employee and s/he shall be paid for such holiday at the prescribed rate, provided that s/he meets the requirements of Article 13.02.

Holiday pay shall be defined as the amount of straight time pay, exclusive of shift premium, which the employee would have received if s/he had worked his normal daily working schedule on the holiday in question.

### **Overtime on a Paid Holiday**

Where an employee is required to work authorized overtime in excess of his/her regularly scheduled shift on a paid holiday, such employee shall receive double (2x) his/her regular straight time hourly rate for such authorized overtime hours worked on the paid holiday.

- **Paid Holiday**

Employees working extended hours as per Article 13 of the Collective Agreement shall receive twelve (12) paid holidays to consist of seven and one-half (7 ½) paid hours each.

### **ARTICLE 14 - VACATION - Full-time Only**

- 14.01** The employee's individual employment anniversary date shall be used for the purpose of determining vacation entitlement and vacation pay.
- 14.02** Upon completion of six (6) months of continuous service an employee shall be entitled to one (1) week vacation with pay, calculated at four percent (4%) of his/her gross earnings since his/her date of hire.
- 14.03** Upon completion of his first (1<sup>st</sup>) year of continuous service an employee shall be entitled to an additional week of vacation with pay, calculated at four percent (4%) of his/her gross earnings for the six (6) month period immediately preceding his employment anniversary date; thereafter, on each employment anniversary date prior to completion of two (2) years of service s/he shall be entitled to two (2) weeks of vacation with pay, calculated at four percent (4%) of the gross earnings of the employee in the twelve (12) month period immediately preceding his/her employment anniversary date.
- 14.04** (a) An employee who has completed two (2) years or more of continuous service shall be entitled to an annual vacation of three (3) weeks at his regular straight time rate of pay.
- (b) An employee who has completed five (5) years or more of continuous service shall be entitled to an annual vacation of four (4) weeks at his regular straight time rate of pay.
- (c) An employee who has completed thirteen (13) years or more of continuous service shall be entitled to an annual vacation of five (5) weeks at his regular straight time rate of pay.
- (d) An employee who has completed twenty (20) years or more of continuous service shall be entitled to an annual vacation of six (6) weeks at his regular straight time rate of pay.
- (e) An employee who has completed twenty five (25) years of continuous service shall be entitled to an annual vacation of seven (7) weeks at his regular straight time rate of pay.
- 14.05** Sick leave shall not be considered as vacation time.

**14.06** The vacation period shall be for the full calendar year, January 1st to December 31st and,

- (a) Employees shall be permitted to take vacation at any time during the calendar year subject to agreement between the employee and the Manager/Director.
- (b) Vacations shall be scheduled so that preference in selecting time off will take into consideration not only the employee's seniority but also the efficient operation of the Hospital.
- (c) It is recognized that time off during the period from December 15th to January 15th, may create special difficulties for the efficient operation of the Hospital, and therefore, any request for time off during this period will only be granted at the discretion of the Department Head.
- (d) In the granting of the employee's request for time off, every effort will be made by the Hospital to accommodate each employee's preference subject to the requirements of Article 14.07, to give preference in accordance with seniority.

**14.07** An employee who wishes to take vacation at any time between June 1<sup>st</sup> and September 30<sup>th</sup>, must submit his/her request to his/her Manager/Director by no later than May 1<sup>st</sup>. Failure to do so will result in the employee forfeiting his/her right to exercise seniority in selecting vacation during this period. The Hospital shall respond to such requests by May 15<sup>th</sup>.

An employee who wishes to take vacation at any time other than the period from June 1<sup>st</sup>, to September 30<sup>th</sup>, must submit his/her request to his/her Manager/ Director no later than one (1) month prior to the desired vacation period.

**14.08** An employee shall continue to accumulate vacation credits during any approved leave of absence or period of sick leave not exceeding thirty (30) working days. Should the leave of absence or sick leave exceed thirty (30) continuous working days, he shall retain vacation credits attained to the date the absence began and including the thirty (30) continuous working days but will not accumulate any further vacation credits while the leave of absence continues.

**14.09** **Work During Vacation / Statutory Day**

Should an employee who has commenced his scheduled vacation or scheduled statutory day and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times his 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 he has so worked.

**14.10** 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.

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in the hospital, the period of such hospitalization shall be considered sick leave.

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

- 14.11** Once vacation has been approved, the Hospital will be responsible for any non-recoverable cost associated with the cancellation of vacation in instances where the Hospital has required the employee to work during such vacation period. The employee must advise the Hospital immediately of such cost and must provide necessary receipts.

**VACATION - Part-time Only**

- 14.12** An employee shall receive vacation pay once annually accrued up to the first pay period in December in each year.

- 14.13** Effective from the commencement of the first pay period following ratification, vacation pay and entitlement to time off will be calculated based on hours worked:

Payment Time Off

|                        |                  |
|------------------------|------------------|
| 3,449 hours or less    | - 4% of earnings |
| 3,450 hours to 8,624   | - 6% of earnings |
| 8,625 hours to 22,424  | - 8% of earnings |
| 22,425 hours to 34,499 | -10% of earnings |
| 34,500 hours to 43,124 | -12% of earnings |
| 43,125 hours or more   | -14% of earnings |

- 14.14** (a) Vacations shall be scheduled so that preference in selecting time off will take into consideration not only the employee's seniority but also the efficient operation of the Hospital.
- (b) It is recognized that time off during the period from December 15<sup>th</sup> to January 15<sup>th</sup>, may create special difficulties for the efficient operation of the Hospital and therefore, any request for time off during this period will only be granted at the discretion of the Department Head.
- (c) In the granting of the employee's request for time off, every effort will be made by the Hospital to accommodate each employee's preference subject to the requirements of Article 14.15 to give preference in accordance with seniority.
- 14.15** An employee who wishes to take vacation at any time between June 1<sup>st</sup> and September 30<sup>th</sup>, must submit his/her request to his/her department head by no later than May 1<sup>st</sup>. Failure to do so will result in the employee forfeiting his/her right to exercise seniority in selecting vacation during this period. The Hospital shall respond to such requests by May 15<sup>th</sup>.

An employee who wishes to take vacation at any time other than the period from June 1<sup>st</sup> to September 30<sup>th</sup>, must submit his/her request to his/her department head no later than one (1) month prior to the desired vacation period.

Vacation dates will be established by mutual agreement between the employee and his/her Department Head and the conditions of Articles 14.14 and 14.15 will apply.

- 14.16** Once vacation has been approved, the Hospital will be responsible for any non-recoverable cost associated with the cancellation of vacation in instances where the Hospital has required the employee to work during such vacation period. The employee must advise the Hospital immediately of such cost and must provide necessary receipts.
- 14.17** Vacation requests submitted after the timelines identified in Articles 14.06, 14.07, 14.14 and 14.15 shall be on a first come first served basis.
- 14.18** It is understood that a week of vacation as referenced in Article 14 shall equal thirty-seven and one half (37 ½) hours.
- 14.19** Part-time employees shall have the option to utilize their vacation bank twice a year.

#### **ARTICLE 15 – SICK LEAVE AND LONG TERM DISABILITY - Full time Only**

The Hospital agrees to provide a short term and long term disability program (HOODIP or an equivalent plan) under the following terms and conditions:

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

For the purpose of transfer to the short term portion of the disability program employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 15.02** Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer. The “sick leave bank” shall be utilized as follows:

An employee who retires under the provisions of the Hospitals of Ontario Pension Plan, or who dies while in the employ of the Hospital shall be entitled to receive, or, in the case of his/her death, his/her estate shall be entitled to receive, fifty percent (50%) of his/her accumulated unused sick leave credits to a maximum of one hundred and fifty (150) days at his/her then current rate of pay.

**Note:** This article only applies to employees who were Full-time employees prior to the introduction of HOODIP 1992.

- 15.03** (a) In the event of short term disability for fifteen (15) weeks, the Hospital assures continuing coverage of benefits and will pay its share of premiums up to the seventeenth (17<sup>th</sup>) week.
- (b) In the event of an approved W.S.I.B. claim for twelve (12) months, an employee shall have the option to pay their portion of the benefit as per legislation.
- (c) Short term sick pay will be paid at 100% of regular pay for the third (3rd) and subsequent illness in each calendar year.

**15.04** A Full-time employee who is absent from work as a result of an illness or injury sustained at work, and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one (1) complete pay period, may apply to the Hospital for payment equivalent to the lesser of the benefit s/he would receive from Workplace Safety Insurance Board if his/her claim was approved, or the benefit to which s/he would be entitled under the short term sick portion of the disability income plan. Payment will be made only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital following final determination of the claim by the W.S.I.B. If the claim for Worker's Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of seventeen (17) weeks.

**15.05** The Hospital may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased, except by mutual agreement between both parties.

**15.06 Immunizations**

Any immunizations required by the Hospital shall be performed without cost to the employee.

**ARTICLE 16 - PENSION PLAN**

All eligible Full time employees shall be required to join the Hospitals of Ontario Pension Plan in accordance with the terms of the plan.

Part-time and Casual employees will be permitted to enrol in the plan once they have worked a minimum of four hundred and eighty-seven and one half (487.50) hours, should they wish to participate.

## **ARTICLE 17 - BENEFITS - Part-time Only**

- (a) A Part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, and bereavement pay) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.
- (b) It is understood and agreed that Part-time employees who are members of the Hospitals of Ontario Pension Plan (HOOPP) will have their percentage in lieu of fringe benefits reduced by four (4%) percent.
- (c) **Voluntary Part-time Benefits:**
  - (a) The Hospital agrees to provide part-time employees with the option of participating in the group extended health and dental benefits as set out in Article 18 subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating part-time employees will pay the full amount (100%) of the monthly billed premiums directly to the group benefit carrier.
  - (b) Part-time employees must regularly work a minimum of twenty-two and one half (22 ½) hours per pay period to be eligible to enrol in the extended health and dental benefits.
  - (c) Current Part-time employees may enrol, without evidence of insurability, by no later than thirty (30) days of their date of employment or date of transfer to permanent Part-time status. If a current Part-time employee elects to enrol subsequent to that date, s/he will be subject to the terms and conditions of the benefit plans for late enrollees.
  - (d) Newly hired Part-time employees, subsequent to the date referenced in (c), will be eligible to enrol subject to normal enrolment provisions.
  - (e) Participating Part-time employees must pay their monthly premiums plus all applicable taxes by post-dated cheques for the first year of coverage upon enrolment and / or carrier approval of coverage. The group benefit carrier will invoice the employee directly as of the second and subsequent years of coverage.
  - (f) The Hospital will notify the Union of the benefit costs to Part-time employees in March of each year and each time the benefits costs are renegotiated by the Hospital.
  - (g) If the employee has a change of circumstance impacting their insurance coverage, they may cancel or change their Part-time coverage.

- (h) Participation in the Part-time benefits as outlined herein does not disentitle the employee to the percentage in lieu of benefits as outlined in Article 17.

## **ARTICLE 18 - HEALTH AND LIFE INSURANCE - Full Time Only**

- 18.01** (a) All eligible employees shall be required to join the Hospitals of Ontario Group Life Insurance Plan in accordance with the terms of the respective plans. The Hospital will pay one hundred percent (100%) of the billed premium of the Ontario Health Insurance Plan, the Hospitals of Ontario Group Life Insurance Plan and the Extended Health Care Plan on behalf of eligible employees.
- (b) In addition to the standard benefits under the current carrier, coverage will include vision care (maximum four hundred dollars (\$400) every twenty-four (24) months) and one (1) eye exam every twenty-four (24) months.
- (c) Benefits shall include massage to a maximum of three hundred dollars (\$300) annually.
- (d) Coverage will include hearing aids to a maximum of five hundred dollars (\$500) every thirty-six (36) months.

(e) **Semi Private**

The Hospital agrees to contribute one hundred percent (100%) of the premium for Semi Private Hospitalization Insurance for each full time employee in the active employ of the Hospital.

(f) **Retiree Benefits**

The Hospital will provide equivalent coverage to all Full-time employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active Full time employees for semi private, extended health care and dental care benefits. 100% of the billed premium costs of these retiree benefits plan to be paid by the retiree in advance of the billing date directly to the carrier.

### **18.02 Dental Plan**

- (a) Effective the first of the month following satisfaction of enrolment requirements and subject to the requirements of the carrier, eligible employees in the bargaining unit who have so elected, shall be entitled to participate in the Group Dental Plan (Blue Cross #9, current ODA fee schedule, or comparable coverage with another carrier) subject to the terms and conditions of the plan. The Dental Plan coverage will be changed to add Blue Cross rider #2 (complete & partial dentures) at 50/50 co-insurance basis to one thousand dollars (\$1,000) annual maximum. Also will include Blue Cross rider #4 (crowns, bridgework and repairs to same) at 50/50 co-insurance



basis to a fifteen hundred dollars (\$1,500) annual maximum. Dental recall including Preventative Services increases to nine (9) months.

- (b) The Hospital shall contribute seventy-five (75%) of the billed premium towards coverage and the employees shall pay the remaining premium through payroll deduction.
- (c) Employee benefits shall, under the current carrier, include orthodontic coverage to a maximum of two thousand dollars (\$2,000)/lifetime with a 50%/50% cost sharing.

**Effect of Absence - Full-time Only:**

- (a) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, he/she will not accumulate service for purposes of sick leave benefit for the period of the absence. In addition the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (b) In the case of unpaid approved absences in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

**ARTICLE 19 – NO STRIKE AND LOCKOUT**

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stay-in, slowdown, or stoppage of any kind of any of the operations of the Hospital and the Hospital will not engage in a lockout.

**ARTICLE 20 - JOB CLASSIFICATION, WAGES, & OTHER CONDITIONS**

**20.01** (a) Job classifications and wages shall be as per Schedule "A" attached to and forming part of this Agreement. The parties agree that all wage adjustments are in compliance with the Pay Equity Act and are inclusive of any necessary pay equity adjustments under the Act further to maintenance obligations or otherwise, for the term of the Collective Agreement.

(b) **Transfer, Promotion, Retrogradation, Change in Status**

An employee whose status changes from Full time to Part-time will remain at the same step in the salary scale and, should the occasion arise, will advance in the scale after 1725 hours worked since his/her last anniversary increase and so on until s/he reaches the maximum of the scale.

- (c) The Part-time employee, upon completing 1725 hours worked will progress to the second (2<sup>nd</sup>) step in the scale; upon completing 3450 hours worked, s/he will progress to the third (3<sup>rd</sup>) step and so on until s/he reaches the maximum of the scale.

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

## **ARTICLE 21 - NOTICE BOARDS**

The Union shall have the right to post on notice boards provided on the property of the Hospital, notices of meetings and such other notices as may be approved by the Human Resources Officer of the Hospital.

## **ARTICLE 22 – BEREAVEMENT LEAVE**

An employee who notifies the Hospital as soon as possible following bereavement shall be paid:

**22.01** An employee will be allowed up to four (4) working days off without loss of his/ her basic straight time pay to enable him/her to make arrangements for and/or to attend the funeral of a member of his/her immediate family. Immediate family shall mean and include the parent, spouse, common-law spouse, child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild, and son and daughter in law and one (1) day paid for aunt, uncle, niece or nephew of the employee.

**22.02** An employee may be granted up to five (5) working days of leave without pay for the purposes of arranging and/or attending the funeral of any of the members of his/her family, immediate or otherwise, listed in Article 22.01. Such leave without pay may be requested and granted, only when the entitlement to leave with pay provided in Article 22.01 is not adequate.

In determining the appropriate leave period to be granted to an employee under the terms of Articles 22.01 and 22.02, the amount of leave requested by the employee will not be unreasonably withheld, so long as the leave will not interfere with the efficient operation of the Hospital.

**22.03** If an employee does not meet the requirements set forth above, the Hospital may grant the employee paid bereavement leave or extend such leave, without pay, at its discretion.

A Part-time employee is entitled to the above provisions provided s/he is scheduled to work on those days.

## **ARTICLE 23 – LEAVE OF ABSENCE**

### **23.01 Personal Leave**

An employee who wishes to have a leave of absence, without pay, for personal reasons must submit a request for such leave, in writing, to his/her immediate supervisor. The request is to be made as far in advance as possible prior to the commencement of the leave. The leave, which may be granted at the discretion of the immediate Supervisor, will be responded to in writing.

### **23.02 Maternity/Parental Leave**

Maternity and parental leave shall be granted to employees in accordance with the provisions of the Employment Standards Act of Ontario.

An employee on maternity and parental leave as provided under this Agreement who is in the receipt of Employment Insurance pregnancy/parental benefits pursuant to Sections 22 & 23 of the Employment Insurance Act, 1996, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that s/he is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) weeks, (fifteen (15) weeks maternity and ten (10) weeks parental leave). The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

### **23.03 Education Leave**

An employee may be granted leave of absence with or without pay in order to participate in an academic program to improve his/her employment skills.

Should the Hospital require an employee to undertake a course of studies in order to upgrade his/her qualifications, the Hospital shall grant the employee leave of absence with pay and shall reimburse the employee for tuition costs, provided the employee successfully completes the course of studies.

**23.04** Employees shall maintain seniority while on an approved education leave to a maximum of two (2) years.

### **23.05 Leave of Absence - Jury and Witness Duty**

If an employee is selected or serves as a juror in any court of law or required by subpoena to attend a court of law in connection with a case arising from his/her duties at the

Hospital, he/she shall not lose his/her regular pay for his/her scheduled hours because of such attendance provided that he/she:

- (a) notifies the Hospital immediately upon his/her notification that he/she will be required to attend court;
- (b) presents proof of service requiring his/her attendance; and
- (c) promptly repays, to the Hospital, the amount (other than expenses) paid to him/her for such service or attendance.

**23.06 Compassionate leave** shall be administered in accordance with the Employment Standards Act of Ontario.

**23.07 Effect of Absence - Full-time Only:**

- (a) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, he/she will not accumulate service for purposes of sick leave benefit for the period of the absence. In addition the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (b) In the case of unpaid approved absences in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

**ARTICLE 24 – UNIFORMS / SAFETY FOOTWEAR**

**24.01** The Hospital agrees to supply three (3) uniforms per year to each permanent Full-time Maintenance Mechanic and Maintenance Assistant, and two (2) uniforms per year to each permanent Part-time Maintenance Mechanic or Maintenance Assistant.

**24.02 Maintenance Personnel**

An employee who is required by Hospital policy and Occupational Health and Safety standards to wear safety footwear shall be paid two hundred dollars (\$200) annually in the first (1<sup>st</sup>) pay period in April for the purchase of footwear and any replacement footwear requirements.

**24.03** Seasonal wear and uniforms shall be made available on site to the Maintenance Personnel, as required to perform their areas of responsibility within their job classification.

## **ARTICLE 25 – GENERAL**

- 25.01** A private agreement outside of this Collective Agreement between the Hospital and an individual employee respecting wages, hours of work or other conditions shall not be valid unless it has the written approval of the Union Representative.
- 25.02** Where the Collective Agreement refers to Maintenance Personnel only, such reference is defined to mean the Maintenance Mechanic and Maintenance Assistant only.
- 25.03** An employee who is assigned to provide patient care for a patient in transit shall be reimbursed for reasonable out of pocket expenses upon presentation of receipts.
- 25.04** The Hospital and Union agree that the assignment of work functions covered by the Operating Engineers Act shall not be performed by managerial personnel outside the bargaining unit (except in cases of emergency) where qualified bargaining unit employees are available to do such work. Nothing in this paragraph will interfere with the normal performance of duties such as the instruction of employees, the inspection of the equipment or process or research.
- 25.05** Where the masculine personal pronoun is used in this Agreement, it shall be deemed to include the feminine personal pronoun.

### **25.06 Holding or Working in a separate job classification – Full-time**

Full-time employees shall not be entitled to work in or hold a separate job classification.

### **25.07 Influenza Vaccination**

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

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

leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

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

## **25.08 Human Resources File**

Each employee shall have access to his/her file for the purpose of reviewing their contents in the presence of the Manager of Human Resources or delegate at a time convenient to both parties and within a reasonable period of time. This will not include letters of reference.

## **ARTICLE 26 – SAFE AND HEALTHY WORK ENVIRONMENT**

The parties to this Agreement are committed to maintaining a safe and healthy working environment that is free from discrimination and harassment. For the purposes of this Agreement, personal or workplace harassment is:

- Oral, written or physical behaviour or visual display that, when viewed objectively, is of a bullying, intimidating, or abusive nature; or
- Oral, written or physical behaviour or visual display that, when viewed objectively, is persistent, and which the instigator knows or ought reasonably to know, creates an intimidating or hostile working environment.

The reasonable exercise of administrative authority does not of itself constitute personal or workplace harassment. Administrative authority will not be exercised in any way that constitutes personal or workplace harassment. Communication of assessments, either a positive or negative, arising from the exercise of overall work performance evaluation does not of itself constitute personal or workplace harassment.

In all dealings with the Hospital on matters of personal or workplace harassment, members, whether complainants, respondents or witnesses, have the right to be represented or accompanied by a shop steward.

The parties to this Agreement consider harassment as described in the Hospital's Violence and Harassment Prevention in the Workplace policy (the "Policy") and under Bill 168 to be a serious offence which violates fundamental human rights, personal dignity and integrity.

## **ARTICLE 27 - SEVERANCE PAY**

- (a) Where an employee resigns within thirty (30) days after receiving notice of lay-off pursuant to Article 8.01 (a) (ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 8.01 (a) (ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of four (4) weeks' salary.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

- 28.01** The employer agrees that should a reduction in staff due to technological change be imminent, a written notice of at least six (6) months will be given to the affected employees covered by this Agreement.
- 28.02** (a) In the event of a proposed lay-off of employees resulting from an innovative change in the technology utilized in the Hospital's power house, the Hospital shall upon the request of the Union, meet with it to consider alternative employment opportunities in the Hospital and the training required to prepare eligible employees for such opportunities. If no immediate suitable employment opportunities are available in the Hospital, the Hospital will request the Federal and Provincial Manpower Departments to assist the employees in such training programs as will qualify them for appropriate employment opportunities.
- (b) The Hospital will notify the Union in advance, as far as is practicable of the date employees may be laid off as a result of the change in technology.
- (c) An employee whose position becomes redundant shall be given the opportunity to fill any full time vacancy in the bargaining unit for which he has seniority and if there is no vacancy, to bump the junior full time employee working in the Bargaining Unit. In filling either position, the employee must possess the necessary knowledge, proficiency and skill to perform the functions of his new position and shall be given a trial period of up to thirty (30) days in which to demonstrate his suitability and retain his employment.

## **ARTICLE 29 – LETTER OF UNDERSTANDING**

The Letter of Understanding in the matter of Contracting Out Bargaining Unit Work will remain in effect for the term of the collective agreement (expiring March 31, 2017).

See attached Appendix 3.

## **ARTICLE 30 - DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until March 31, 2017 and from year to year thereafter unless either party gives to the other within the ninety (90) day period prior to March 31, 2017, written notice of its desire to amend the Agreement. Such notice shall be mailed by registered mail to the other party.

SIGNED ON BEHALF of the respective parties at Kemptville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Kemptville District Hospital:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I.U.O.E. Local 772:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Appendix 3 – Contracting Out**

**Letter of Understanding**

**Between**

**Kemptonville District Hospital (the Hospital)**

**And**

**IUOE Local 772 (the Union)**

**In the Matter of**

**Contracting Out Bargaining Unit Work**

1. No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the KDH contracting out any of its work or services.
2. The parties agree that any work contracted out shall not be for work normally performed by the classifications set out in the Collective Agreement.
3. In addition, the parties agree that this letter is without prejudice to either party and shall not form precedent to be relied upon by either party, except for the enforcement thereof.
4. This Letter of Understanding will continue until March 31, 2017.

Dated at Kemptonville, this <sup>th</sup> day of \_\_\_\_\_, 2015.

For the Hospital:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Schedule “A”  
IUOE Local 772  
Wage Scales (Part 1)**

| <b>Classification</b>   |            | <b>Start</b> | <b>After 1 Year</b> | <b>After 2 Years</b> | <b>After 3 Years</b> |
|---|------------|--------------|---------------------|----------------------|----------------------|
| Team Leader – Maintenance<br>Mechanic                                     | April 1/15 | \$28.56      | \$28.97             | \$29.53              | \$29.95              |
|   | April 1/16 | \$28.96      | \$29.38             | \$29.94              | \$30.37              |
| Maintenance Mechanic  | April 1/15 | \$27.73      | \$28.13             | \$28.67              | \$29.08              |
| RPN   | April 1/16 | \$28.12      | \$28.52             | \$29.07              | \$29.49              |
| RPN Team Leader   |            |              |                     |                      |                      |
| Registered Pharmacy Technician  | April 1/15 | \$25.20      | \$25.78             | \$26.31              | \$26.78              |
| Health Information Management<br>Professional                             | April 1/16 | \$25.55      | \$26.14             | \$26.68              | \$27.15              |
| Pharmacy Assistant  | April 1/15 | \$23.70      | \$24.28             | \$24.81              | \$25.28              |
| Physiotherapy/Occupational<br>Therapy Assistant/Activation<br>Coordinator | April 1/16 | \$24.03      | \$24.62             | \$25.16              | \$25.63              |
| Physiotherapy/Occupational<br>Therapy Assistant                           |            |              |                     |                      |                      |
| Ward Clerk  | April 1/15 | \$23.11      | \$23.69             | \$24.22              | \$24.69              |
|   | April 1/16 | \$23.43      | \$24.02             | \$24.56              | \$25.04              |
| Patient Registrant/Switchboard  | April 1/15 | \$20.84      | \$21.15             | \$21.64              | \$22.65              |
| Clinic Booking/Filing Clerk   | April 1/16 | \$21.13      | \$21.45             | \$21.94              | \$22.97              |
| Medical Transcriptionist –<br>Teleworker                                  |            |              |                     |                      |                      |
| Medical Transcriptionist – On-site  |            |              |                     |                      |                      |
| Diagnostic Imaging Aide   |            |              |                     |                      |                      |
| Team Leader – Supply Technician   |            |              |                     |                      |                      |
| Supply Technician   |            |              |                     |                      |                      |
| Medical Device Reprocessing<br>Technician                                 |            |              |                     |                      |                      |
| Patient Care Assistant  |            |              |                     |                      |                      |
| Maintenance Assistant   |            |              |                     |                      |                      |
| Environmental Services Technician   | April 1/15 | \$20.35      | \$20.68             | \$21.20              | \$21.85              |
| Laundry Technician  | April 1/16 | \$20.63      | \$20.97             | \$21.50              | \$22.16              |
| OR/PACU Assistant   |            |              |                     |                      |                      |

- Notes:**
1. Male Ghost Comparator remains in Band 7 for Pay Equity purposes.
  2. PCA position red-circled due to error in moving it from Band 3 to Band 4 in 2011 Pay Equity Maintenance review.
  3. Renaming of Physiotherapy Assistant position to Physiotherapy/Occupational Therapy Assistant.
  4. Market adjustments for:
    - Physiotherapy/Occupational Therapy Assistant/Activation Coordinator: increase of \$0.58/hour
    - Physiotherapy/Occupational Therapy Assistant: increase of \$0.58/hour
    - Registered Pharmacy Technician: increase of \$1.50/hour
    - HIM Professional: increase of \$1.50/hour

Schedule "B"

**WORK-LOAD REVIEW FORM**

**Date/Time** of Occurrence and/or issue:

\_\_\_\_\_

Submitted to Your Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

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 and/or excessive workload for the following reasons. (Provide brief description of problem/assignment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

To correct this problem, I/We recommend: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

One (1) copy to the Employer/Supervisor and one (1) copy to your Shop Steward.