

COLLECTIVE AGREEMENT

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

(hereinafter called the "Hospital")

- and -

Unifor-LOCAL 1106

(hereinafter called the "Union")

**FULL-TIME and PART-TIME CLERICAL
BARGAINING UNITS**

EXPIRY: MARCH 31, 2021

13257 (06)

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ARTICLE 1 - GENERAL PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2:01 (a) Full Time Clerical Employees

The Hospital recognizes the Unifor-Canada Local 1106 as the exclusive bargaining agent for all office and clerical employees regularly employed for more than twenty-four (24) hours per week at the Grand River Hospital Corporation in the City of Kitchener, save and except supervisors, persons above the rank of supervisor, secretaries to the President, Vice Presidents and Director of Public Affairs, Human Resources Staff, students employed during the school vacation period and persons covered by subsisting collective agreements.

For the purpose of clarity:

- dietary technicians and coders are included in the bargaining unit as per the memorandum of agreement dated May 19, 1999; and
- part-time employees occupying temporary full-time vacancies, (vacancies not expected to exceed six (6) months in length and pregnancy and parental leaves, which leaves may be extended upon mutual consent of the parties) shall continue to be included in the part-time bargaining unit.

(b) Part Time Clerical Employees

The Hospital recognizes the Unifor-Canada Local 1106 as the exclusive bargaining agent for all office and clerical employees regularly employed for not more than twenty-four (24) hours per week at the Grand River Hospital Corporation in the City of Kitchener, save and except supervisors, persons above the rank of supervisor, secretaries to the President, Vice Presidents and Director of Public Affairs, Human Resources Staff, students employed during the school vacation period and persons covered by subsisting collective agreements.

For the purpose of clarity:

- (i) dietary technicians and coders are included in the bargaining unit as per the memorandum of agreement dated May 19, 1999; and
- (ii) part-time employees occupying temporary full-time vacancies, (vacancies not expected to exceed six (6) months in length and pregnancy and parental leaves, which leaves may be extended upon mutual consent of the parties) shall continue to be included in the part-time bargaining unit.

ARTICLE 3 - RELATIONSHIP

- 3:01 The Hospital and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them or their representatives or members against any employee because of membership or non-membership in the Union.

The parties agree that in accordance with the provisions of the Ontario Human Rights Code there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, place of residence, nationality, ancestry, handicap, place of origin, political affiliation or sexual orientation.

3:02 **Workplace Harassment**

The Hospital and the Union are committed to ensuring a work environment that is free from harassment.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment. ref. Ontario Human Rights Code, Sec. 10(1)

Harassment may take many forms including verbal, physical or visual. It may involve a threat, an implied threat or be perceived as a condition of employment.

The Parties agree that harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline.

All staff will abide by the provisions as set out in the *Human Rights Code, 1990*, the *Occupational Health and Safety Act, 1990* and the Hospitals Respectful Workplace Program and Policy. The Hospital and the Union recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's policies and procedures.

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The parties agree that an employee shall have a representative of the union with them throughout the process, unless the employee specifically declines such

representation in writing. The union will be provided a copy of any such written waiver of representation.

In recognizing the importance of harassment free environment, the employer and the union will review the hospital's policy and process with respect to harassment with the employee during her or his orientation period.

- 3:03 The Hospital agrees that it will not enter into any other Agreement with employees, either individually or collectively, which will conflict with any of the provisions of the Agreement.
- 3:04 The word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as herein before defined.
- 3:05 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires.
- 3:06 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement or as specifically agreed to in writing by the Hospital.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01 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 and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. However, the standard for just cause is less for probationary employees than for seniority employees.
 - (c) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees;
 - (d) Determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, combining or splitting up of departments, the standards of performance of all employees, work assignments, the hours of work, scheduling, safeguard

the health and interests of the patients in the Hospital, establishment of standards of care and quality, the nature and scope of services which the Hospital will provide, the increases and decreases in employment, and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

- 4.02 The Hospital will not exercise its rights in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in *The Labour Relations Act*, as amended.

ARTICLE 6 - UNION SECURITY

6:01 Dues Deductions

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

- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- b) Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.
- c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- d) Union dues will be deducted from the employee's pay each pay period and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the 20th day of the following month. The Hospital also agrees to list those employees, who have terminated employment, giving the reason supplied by the Hospital to the Employment Insurance Commission for the employee's termination.
- e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- f) The Employer agrees to include on the employee's T-4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.

- g) The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

Employee Lists

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

6:02 **Orientation Period**

A new employee will 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 during the employee's orientation period without loss of regular earnings. If there is a group of three (3) or more employees, the time will be increased to twenty (20) minutes. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

Notwithstanding, if the Union representative is unable to attend orientation, the Hospital agrees to allow the Union representative the same time as noted above to meet with the new employee. It is understood that the steward will adhere to their responsibilities under 8:03(b).

6:03 **Paid Education Leave Fund**

The Hospital agrees to pay into a special fund, two thousand dollars (\$2,000) each year of the collective agreement for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions.

The monies to be paid on April 1st of each year of the collective agreement into a trust fund established by the National Union, Unifor and sent by the Hospital to the following address:

Unifor Paid Education Leave Program
Unifor Canada
205 Placer Court
Toronto Ontario
M2H 3H9

ARTICLE 7 - ACCESS TO PERSONNEL FILE/DISCIPLINE

- 7:01 An employee shall have the opportunity to view their personnel file, by appointment within five (5) days, in the presence of a member of the Human

Resources Department. The employee may have a union representative with them. The personnel file will not leave the Human Resources Department. It is understood and agreed that an employee's personnel file is the only file the Hospital has for reference to an employee's disciplinary record.

- 7:02 Employees shall inform their Manager and the Human Resources Department of any change of address or telephone number either by registered mail or in person within seven (7) calendar days of such change.
- 7:03 The record of an employee shall not be used against them at any time after eighteen (18) months following any disciplinary action.
- 7:04 Immediately prior to the discipline meeting the hospital will provide the union representative with notification of the impending discipline. In all cases of suspension or discharge, a Union Committee Person will be present, unless that right is waived by the employee in the presence of the Union Committee Person.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, at the same time as the employee.

ARTICLE 8 - UNION REPRESENTATION & COMMITTEES

- 8:01 (a) The Union shall elect or otherwise select a Union Committee of eight (8) employees who may deal with matters related to this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the Union Committee and Union Stewards.
- (c) The Hospital shall keep the Union notified in writing of the names of all supervisory personnel who may be involved in the administration of this Collective Agreement.
- (d) The Hospital agrees to give representatives of the Unifor (Local 1106 and/or National) access to the premises of the Hospital for the purposes of assisting in the administration of this Agreement, provided prior arrangements are made with the Human Resources Department.
- (e) The Labour Management Committee shall consist of up to 8 representatives from the service bargaining units and up to 8 from the clerical bargaining units. The hospital will have equal representation.

This Labour management committee will meet every two (2) months, unless otherwise agreed. Both parties will discuss the agenda and review whether or not a meeting is necessary at least ten (10) days in advance of a scheduled meeting. The Union Committee representatives shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending these meetings.

Notwithstanding the above, the Hospital will pay full-time and part-time Union Committee representatives an amount equal to their straight time hourly rate for all hours spent attending Labour/Management Committee meetings should meetings be scheduled on a day off.

8:02 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of up to four (4) Union members, one of whom will be the grievor, selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

8:03 Union Stewards

- (a) The Hospital agrees to recognize ten (10) Union Stewards per bargaining unit to be elected or appointed by the union from amongst employees in the two bargaining units who have completed their probationary period for the purpose of dealing with union business as provided under this collective agreement.
- (b) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Hospital in which the steward is not originally employed, the steward shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

8:04 Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of up to two (2) representatives per bargaining unit covered under this agreement to be elected, or appointed, by the Union from amongst employees in, who have completed their probationary period. In addition, there shall be one skilled trades representative representing the service bargaining units.
- (b) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration. Notwithstanding, in the event that a full-time employee was scheduled off on a day which negotiations were

scheduled, the day will be treated as a day of work and their schedule will be adjusted to provide an alternate day off without pay.

- (c) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

8.05 Central Negotiating Committee

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

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

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

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

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

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

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

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

8:06 Local Bargaining Committee

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

8:07 Health and Safety

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health & Safety Committee a representative selected or appointed by the Union from the bargaining unit per site.

The Hospital will pay the full cost of all certifications required for one Union representative on each Joint Occupational Health and Safety Committee, subject to that Committee's terms of reference.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings in accordance with the Occupational Health and Safety Act as in force as of August 24, 1998.

The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

- (g) In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

9:01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration and alleged violation of this Agreement, including any question as to whether a matter is arbitral. Timelines in this article may be extended by the mutual agreement of the parties in writing.

9:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given her/his immediate Supervisor the opportunity of adjusting the complaint. If an employee has a complaint, such complaint shall be discussed with the immediate Supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought reasonably have come to the attention of the employee. The employee may have the assistance of the employee's Union Representative. If the grievor and immediate supervisor are unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

9:03 **Step No. 1**

The employee, with the assistance of a Union Representative if desired, may submit a written grievance, signed and dated by the employee to the Department Manager or designate. The nature of the grievance, the remedy sought, and wherever possible the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Manager or designate will deliver a decision in writing within seven (7) calendar days of her receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted to Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s) and the Union Representative, within seven (7) calendar days of receipt of the grievance or within such other time as may be mutually agreed by the parties. Either party may have assistance from outside the Hospital at this stage if desired. Human Resources or designate shall give written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

If an employee's immediate supervisor and Department Manager are the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

9:04 **Policy Grievance**

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

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

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

9:05 **Discharge Grievance**

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

A claim by an employee who has completed the probationary period that he or she has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee, with the Hospital, at Step No. 2 within seven (7) calendar days after the effective date of the discharge or suspension, or notice thereof, whichever should first occur.

9:06 **Group Grievances**

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

9:07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

9:08 **Mediation**

(a) Either party, with the agreement of the other party, may submit a grievance to mediation at any time within fourteen (14) calendar days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- (b) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement, In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

9:09 **Arbitration**

The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of the management's last decision.

The notice shall contain a list of four (4) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of four (4) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator. Where a roster of agreed arbitrators exists between the parties, it is agreed that the list will be utilized before this clause.

9:10 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

- 9:11 The Arbitrator shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9:12 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject to Section 48(16) of the *Labour Relations Act, 1995*.
- 9:13 Nothing prevents the parties from using the mediation and/ or mediation/arbitration as long as the parties mutually agree. Timelines in this article may be extended by the mutual agreement of the parties in writing.

ARTICLE 10 - SENIORITY

10:01 Probationary Employees

A new employee will be considered on probation until after he/she has completed four hundred and fifty (450) hours worked within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the seniority list with the seniority date/hours he/she was last hired to work in the bargaining unit.

10:02 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority (based on 1950 hours worked). An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees transferred out of the bargaining unit and who are subsequently transferred back into the bargaining unit will maintain their seniority for a maximum period of no longer than twelve (12) calendar months. After twelve (12) calendar months they will lose all seniority.

10:03 Seniority Lists

A seniority list will be revised three times annually (April, August and December) according to the records of the Hospital. Copies of the seniority list will be made available to the Union Committee members as well as a copy being forwarded to the Local Union Office.

The seniority list will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) calendar days from the date so provided.

A combined seniority list where FT and PT within the clerical bargaining units will be considered a single group of applicants utilizing their combined seniority for job postings. This list will be revised three times annually (April, August and December).

For purposes of filling the job postings, the employer will use the up to date combined seniority for the respective bargaining unit.

Clarity note: the "up to date" seniority is defined as an employee's seniority as at the last pay period ending prior to the job posting coming down.

10:04 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed terminated if the employee:

- (a) resigns;
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) is absent from scheduled work for a period of three (3) or more days of work without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence;
- (d) fails to return to work upon the expiration of a leave of absence granted by the Hospital without permission in writing from the Hospital unless a satisfactory reason for such continued absence is provided to the Hospital;
- (e) utilizes a leave of absence for a purpose other than for which it was granted;
- (f) has been laid off for thirty-two (32) months;
- (g) fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (h) retires.

Note: This provision shall be read consistent with the Ontario Human Rights Code.

10:05 **Effect of Absence (Full Time Only)**

- (a) In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence the

employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

- (b) Notwithstanding the above, where an employee is on sick leave or receiving WSIB Benefits or has qualified for WSIB Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of thirty (30) months. When enrolled in the modified work program performing pre-injury hours of work, the employee will continue to accumulate seniority or service for any purpose under this Collective Agreement for the duration of such modified work.

Note: The Pregnancy and Parental Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

ARTICLE 11 - LAYOFF & RECALL

11:01 Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital shall:

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

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

11:02 Layoff and Recall

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in an identical paying classification in the salary band if the employee subject to layoff can perform the job duties without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any job classification within the same salary band.

In the event that there are no employees with lesser seniority in an identical paying classification within the same salary band as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a lower paying classification provided they can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

In the event that there are no employees with lesser seniority in a lower paying classification, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification in the immediately higher salary band provided they can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so or whose options have been exhausted will be deemed to have been laid off.
- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) 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.
- (e) 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 he or she held prior to the layoff should it become vacant within six (6) months of being recalled.

Note: For clarity, the Parties agree to interpret "recalled" as also meaning "exercised their bumping rights".

- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on

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

- (h) Employees on layoff or notice of layoff 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 layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of thirty-two (32) months from the date of layoff.
- (l) While employees are on notice of layoff they will not have their scheduled hours reduced.

11:03 **Continuation of Benefits (Full Time Only)**

In the event of a layoff of a full time employee, the Hospital shall pay its share of insured benefits premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

11:04 **Severance and Retirement Options**

- a) (i) Where an employee resigns within 30 days after receiving notice of layoff that his or her position will be eliminated, he or 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, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice of layoff that his or her positions will be eliminated he or she shall be entitled to a separation allowance of four (4) weeks' salary and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

- (b) Prior to issuing notice of layoff in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under the Hospitals' Pension Plan within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

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

shall be entitled to severance pay equal to the greater of two weeks' pay or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

- (d) **Benefits on Early Retirement (Full Time Only)**

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early retired employee will pay his/her share of the billed premium of the insured benefit plans to the Hospital.

11:05 **Labour Adjustment Committee**

- (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

The Hospital and Union agreed to a redeployment process which is dated October 23, 2000. If either party proposes changes to the document such changes will be communicated in advance and the parties will meet to discuss any such changes.

- (b) In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Labour Adjustment Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Labour Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

(c) **Composition and Meetings**

The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union Committee. The number of representatives shall consist of at least two (2) representatives from each party to a maximum of five (5) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required. Part time employees will be paid at their straight time hourly rate for all hours spent attending meetings of the Labour Adjustment Committee.

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

(d) **Disclosure**

To allow the Labour Adjustment Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

(e) Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

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

ARTICLE 12 - JOB POSTING**12:01 Permanent Vacancies**

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of five (5) calendar days. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) calendar days. Jobs will not be posted between December 24th and January 1st. All applications are to be made in writing within the posting period.

12:02 The postings referred to in this Article shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chairperson of the Union Committee.

12:03 Criteria for Selection

Such vacancies shall be filled from among the applications received on the basis of seniority provided that the senior employee possesses the necessary qualifications and has the ability needed to perform the normal requirements of the job. The name of the successful applicant will be posted on the bulletin board. The Employer agrees that upon awarding of the job to the successful applicant, the applicant will assume the duties of the posting no later than six (6) weeks from the award. Both parties agree that exceptional circumstances may arise wherein the six (6) weeks may need to be extended (ex. in cases of pregnancy and/or parental leaves, retirement, etc.)

12:04 Where there are no successful applicants from within the clerical bargaining units for positions referred to in this Article, employees in other Unifor bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

12:05 The Hospital shall have the right to fill such vacancies on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the person selected to fill the vacancy to be assigned to the job concerned.

12:06 It is understood that any internal applicant contacted regarding a permanent or temporary job posting pursuant to this article will have up to twenty-four (24) hours to respond to the hiring manager. The twenty-four (24) hour response period shall fall within Monday to Friday, excluding paid holidays. The successful candidate will provide their decision regarding the job posting to the hiring manager within twenty-four (24) hours of such offer. If the successful applicant to a job posting declines the position, the position will then be offered to the next successful applicant subject to the provisions of article 12.03 and 12.04.

12:07 **Trial Period**

The successful applicant will be placed in the vacancy for a trial period of four hundred and fifty (450) hours worked and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unable to perform the duties of the vacancy, the employee will be returned to his/her former position at his/her former salary or rate of pay without loss of seniority, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

12:08 Successful applicants and newly hired employees of permanent positions will not be permitted to apply for job postings or any subsequent vacancies for a period of eight (8) months from the start date, except where a part time employee is applying for a permanent full time position or where an unscheduled part-time employee is applying for a scheduled part-time position within their unit or service department or where an employee is moving to a permanent position in a higher classification or the parties mutually agree otherwise. For clarity, it is understood that an employee will not be permitted to apply for a position outside their department before completing their probationary period.

12:09 When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, he/she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the employee receives a higher wage rate, their anniversary date will be adjusted accordingly. If the wage rate is less than the wage rate of the transferred employee, the employee shall be placed on his/her corresponding level of the wage grid to the new classification, however the resulting rate will not exceed the maximum level of the wage grid in the new classification.

Employees transferring to a classification where they previously worked within the last twelve (12) months, will be placed on the wage grid at the same level they were on when they left the classification.

12:10 **Temporary Vacancies**

(a) Vacancies which are not expected to exceed twelve (12) months may be filled at the discretion of the Hospital. All pregnancy and parental leaves or any vacancy which is expected to exceed twelve (12) months shall be

posted. Where the Hospital has decided to fill a temporary vacancy, it will be posted in accordance with Article 12.01 and 12.02.

In filling such vacancies consideration shall be given to full-time employees, then part-time employees in the nursing unit or service department on the basis of the seniority provided that the senior employees possess the necessary qualifications and has the ability needed to perform the normal requirements of the job. If the vacancy is not filled within the department then Article 12.03 and 12.04 will be followed. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to their former position.

The term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital.

This article is to be read in conjunction with Article 11:02 (h) of this collective agreement.

External applicants hired to fill a temporary vacancy shall be placed on the part time seniority list.

Employees selected to fill such temporary vacancies are not eligible to apply for other temporary positions while filling the temporary vacancy.

Furthermore, internal applicants will be required to return to their home unit or service department for a period of eight (8) months and will not be permitted to apply for another temporary position outside of their home unit or service department until they have worked in their home unit or service department for this eight (8) month period.

- (b) Employees occupying a temporary full time line shall follow the terms of Article 15.04 and 15.07 of the collective agreement.
- (c) Temporary vacancies that are expected to exceed twelve (12) months, except pregnancy or parental leaves, will be posted if not filled through the recall provisions of the collective agreement.

The Hospital will advise the Union of the successful applicants for posted temporary vacancies.

- 12:11 Employees newly hired to fill temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If the employee is a successful applicant for a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day). Notwithstanding the above, if an employee is hired into the same classification within the same department then they would not be required to

serve an additional probationary period - only the hours required to achieve permanent status.

Notwithstanding the above, such newly hired employees are not eligible for either a permanent or a temporary position for a period of eight (8) months.

Notwithstanding the above, subject to the completion of the recruitment process as per Article 12, and prior to management considering external candidates such newly hired employees may be awarded a temporary or permanent position.

ARTICLE 13 - JOB SECURITY

- 13.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than unscheduled part-time employees results from such contracting out.

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- 1) to employ the employees thus displaced from the hospital; and
- 2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Labour Adjustment Committee for its consideration.

13.02 Technological Change

- (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union a minimum of 60 days or as soon as practical, prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.
- (b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may

perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

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

13:04 **K-W Site**

The use of volunteers shall not be expanded beyond the extent of existing practice, unless agreed to by the Parties. Note: this provision will not apply to the Grand River Regional Cancer Centre, unless agreed to by the Parties.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 **Personal**

- (a) The Hospital may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Hospital.
- (b) Applications for such leaves shall be in writing to the Hospital and will be considered and approved by the Hospital as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave, unless the circumstances are such that it is impossible to give advance notice.
- (c) The written application must clearly state the reason for the leave of absence and the expected duration of such absence.
- (d) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation.

14:02 **Bereavement**

- (a) An employee who notifies the Hospital as soon as possible following bereavement shall be granted up to five (5) consecutive working days off, without loss of their regular pay, for hours scheduled within nine (9) calendar days commencing with the day of death of member of their immediate family. "Immediate family" means spouse, common-law spouse, partner of same sex, child or step-child and parents.

In the event of the death of an employee's step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparent, grandchild, son-in-law and daughter-in-law, and upon notification to the Hospital, an employee shall be granted up to three (3) consecutive working days off, without loss of their regular pay for

hours scheduled within seven (7) calendar days commencing with the day of death.

- (b) Should additional time off be required an unpaid leave of absence may be arranged, subject to the approval of the Department Head.

14:03 **Jury & Witness Duty**

If an employee is required to serve as a juror or attend jury selection proceedings in any matter is subpoenaed as a witness, and notifies the Hospital immediately on an employee's notification of their requirement to attend, the Employer agrees to pay to the employee the difference between the money received for acting as a juror (to be evidenced by production of Court payment and a copy of the summons or subpoena) and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay. If an employee is required to serve on a jury or attend jury selection proceedings in any matter on a scheduled week day off during the week immediately preceding a weekend when such employee is scheduled to work, his schedule will be changed to give him that weekend off, or one of the weekend days of his choice if only one scheduled day off was lost because of such jury duty. Such change in schedule will not result in premium payment.

14:04 **Union Leave**

Leave of absence for Union business shall be given without pay up to a maximum of seventy-five (75) days per calendar year to be used by elected or appointed union officials, per bargaining unit, provided such leave does not interfere with the continuance of efficient operation of the Hospital. The bargaining units will be permitted to utilize any unused leave for union business not exercised by another bargaining unit. The Union will notify Human Resources in writing of the transfer of Union leave days from one bargaining unit to the other prior to taking the leave. The Hospital will notify the Union within five (5) days of the requested date of the leave has been granted.

Such leave shall be subject to the following conditions:

- (a) not more than twelve (12) employees of the Hospital are absent on any such leave at the same time, and not more than three (3) employees from a department;
- (b) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (c) such request shall state the general nature of the function to be attended;
- (d) employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall be paid for such leave by the Hospital. The Hospital shall then forward a statement of such wages paid

to the employee affected plus 15% of wages fee to the Unifor – Local 1106 office for reimbursement of the amount stated;

- (e) An employee who is elected or appointed to office in the Unifor - Local 1106 or as a National representative, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) years.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Hospital as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply to only one employee at a time per circumstance as noted above, and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence.

In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

14:05 **Education**

- (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications to retain their current occupational classification, the employer shall pay the full costs associated with the courses.
- (b) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (c) Time spent by an employee in the attendance at short courses, workshops, or seminars held within the Hospital and directly related to the employee's employment at the Hospital, shall be deemed to be work hours as set out in the Hours of Work Article and remunerated accordingly.
- (d) **In-Service Programme**
Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide

programmes related to the requirements of the Hospital. Available programmes will be publicized.

Where an employee is on duty and authorized to attend any required in-service programmes within the Hospital during his or her regularly scheduled working hours, he or she shall suffer no loss of pay, and such time will not be considered as time worked for the purpose of calculating overtime entitlement.

Where an employee is required to attend authorized courses outside his or her regularly scheduled working hours, he or she shall be paid at his or her regular straight time rate of pay.

It is understood that the above language will apply to any Learning Management System Course as required.

14:06

Pregnancy

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve months duration, inclusive of any parental leave.

- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service before the expected date of birth.
- (c) The employee shall give written notification two weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- (d) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave providing the employee pays her share prior to the commencement of the leave.

Credit for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on pregnancy leave.

Credit for seniority shall accumulate during the period of the leave.

- (e) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 14:06 (c) above by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be

reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

- (f) Effective on confirmation by the Human Resources Development Canada of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the unemployment waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

Notwithstanding the above, the Hospital will pay the employee ninety-three percent (93%) of their normal weekly earnings while waiting to receive Employment Insurance benefits.

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

- (g) Pregnant employees may request to be transferred from their current duties if in the professional opinion of the employee's physician the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of current contractual pregnancy leave.

14:07 Parental

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the

pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing. Such leave shall not be withheld unreasonably.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Human Resources Development Canada of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave as set out above who is in receipt of the Employment Insurance Parental Benefits pursuant to the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of the regular weekly earnings and the sum of the weekly unemployment insurance benefit and any other earnings. Such payment shall commence following completion of the unemployment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance Parental Benefit, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee's regular weekly earnings shall be determined by multiplying the regular hourly rate on the last day worked prior to the commencement of the leave times the normal weekly hours.

When an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*.

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

- (f) Credit for service shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

For clarity, employees will be entitled to paid vacation accrual for up to thirty-five (35) weeks, if the employee also took pregnancy leave, and up to eighteen (18) weeks after the pregnancy leave began otherwise, while the employee is on parental leave.

Credit for seniority shall accumulate during the period of the leave.

- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.
- (i) Both parents will be eligible to take a parental leave in accordance with the legislation. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

14:08 Personal Emergency Leave

In accordance with the Employment Standards Act, employees may be granted up to ten (10) days of unpaid leave annually to attend to emergency family matters. The Hospital may require the employee to provide evidence that the reason for the leave meets the criteria for a personal emergency leave as prescribed by the Ministry of Labour. Such leave will not be included in determining an employee's absenteeism.

14:09 Family Medical Leave

The Hospital will grant Family Medical leave as outlined under the Employment Standards Act and the Employment Insurance Act.

ARTICLE 15 - HOURS OF WORK

- 15:01** The normal work week shall be composed of an average of thirty-seven and one-half (37 1/2) hours per week over the period scheduled by the Hospital. The normal work day shall be seven and one-half (7 1/2) hours exclusive of an unpaid meal period. It is recognized that the minimum shift length is four (4) hours.

The normal work day for working extended tours shall be eleven and one quarter (11 ¼) consecutive hours with a three quarters (3/4) hour unpaid meal break(s).

The normal work day for working extended ten hour tours shall be composed of 9.375 consecutive hours, exclusive of an unpaid meal period of thirty-seven

and one-half (37 ½) minutes. For clarity, the 9.375 hour shift will be considered on the same basis as an 'extended shift' as per article 15.10.

If an employee is authorized by the manager or designate to work during the lunch break and if alternative arrangements cannot be made, they will be paid time and one-half (1½) their regular straight time hourly rate for all time worked in excess of their normal daily hours. Employees required to remain on their unit or service department during unpaid meal periods will be paid at their regular straight time hourly rate.

All parties recognize that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes in duration. Should the reporting time extend beyond 15 minutes, the total time spent beyond the regular shift shall be considered overtime and subject to payment under Article 15.04.

15:02 It is understood and agreed that this article does not constitute a guarantee as to hours of work per day or per week or for any period.

15:03 **Rest Periods**

Employees working a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

Employees working other than seven and one-half (7 1/2) hour shifts will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work during their shift.

Rest periods may be combined.

15:04 **Overtime**

All authorized time worked in excess of 7.5 hours or 9.375 hours per day or in excess of an average of seventy-five (75) hours over the pay period shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay. Overtime shall be offered to senior full time employees first, then to senior part time employees.

All authorized time worked in excess of eleven and a quarter (11.25) hours a day or seventy eight and three quarter (78.75) hours averaged over the pay period shall be paid at time and one-half the employee's straight time hourly rate of pay. Overtime shall be offered to senior full time employees first, then to senior part time employees.

This does not apply for the extra shift per quarter scheduled for full time employees on a 4 on 5 off schedule.

Full time employees that are called in will be paid at time and one half (1 ½) for all hours over their regular scheduled rotation.

Part-time employees any combination of 7.5 hour, 9.375 hour, and 11.25 hour shifts will be entitled to overtime payment in the following circumstances:

- Hours worked above 78.75 hours in a pay period
- Hours worked in excess of 7.5 hours for any shift that is offered and worked with less than 24 hours' notice of its commencement

15:05 **Daylight Savings**

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change-over to daylight saving from standard time or vice versa.

15:06 **No Pyramiding of Premiums**

Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

15:07 **Full-time Scheduling**

(a) Employees who work 7.5 hour shifts will not be scheduled to work more than seven (7) consecutive days unless mutually agreed between the Hospital and the employee.

Employees who work eleven and a quarter (11 ¼) hour shifts will not be scheduled to work more than four (4) consecutive days unless mutually agreed between the Hospital and the employee.

(b) Full time employees not working the 4 on 5 off extended tours will be scheduled for one out of two weekends off. This does not apply to employees who are not regularly scheduled for weekends.

(c) Employees working the "traditional" scheduling model will be scheduled only extended tours, to a total of two hundred and twenty five (225) hours over the six (6) week schedule. It is understood that this is the equivalent of seventy five (75) hours every two (2) weeks over the length of the schedule and that this will result in uneven bi-weekly pays. The master schedule provides employees with two (2) pay periods of 78.75 hours and one (1) pay period of 67.5 hours on a rotational basis in order to maintain full-time hours of 1950 per year.

(d) Employees working the "4 on 5 off" scheduling model, a paid holiday lieu day shall be scheduled by the employee on an otherwise unscheduled day. The parties agree that each full time employee will be scheduled four (4) additional required tours each year, two (2) in the period of January to June and another two (2) in the period of July to December. The shifts will be distributed based on the employee's submission of availability and the seniority of the employee. If availability is not submitted, the Hospital will schedule the shifts. The scheduling of the required shift will not result in premium payment. Such assignments will be posted in accordance with the collective agreement and will be brought to the attention of the employee by the posting of the schedule.

Employees who wish to use overtime hours already in their lieu bank for these required tours shall be allowed to draw 11.25 hours and apply this to the required tour. Such request must be made in writing to the manager two (2) weeks prior to the posting of the schedule.

Employees may choose to add their required tour/shift to their four (4) day rotation. This will not result in premium payment.

- (e) For staff working the 9.375 hour shift scheduling model, no more than four (4) consecutive shifts will be scheduled without two (2) consecutive days off.
- (f) Full-time employees will be available:
 - To work two (2) of three (3) shifts subject to the departmental operating hours (i.e. days/evenings or days/nights) or both shifts for eleven and a quarter (11.25) hour shifts.
- (g) The first shift of the day will be the day shift. The day shift will begin on or after six hundred (0600) hours as determined by the nursing unit or service department.
- (h) A weekend is defined as all hours from Friday at twenty-three hundred (2300) hours to Sunday at twenty-three (2300) hours inclusive. It is understood that the nursing unit or service department can utilize another forty-eight (48) hour period that begins with the Friday night shift.
- (i) Where an employee is called in to work a shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the employee will be paid for the full shift provided the employee works until the normal completion of the shift.
- (j) Requests for exchange of shifts within the current posted schedule(s) between two employees within the same nursing unit or service department must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date and signed by both employees before the manager/designate will consider the request. Requests for exchange of shifts will not be unreasonably denied. No shifts can be given by an employee to another employee. Employees may request a shift exchange with other employees for a shift of a different length. In order to maintain full-time hours (1950 per year) full-time employees must request banked lieu time or vacation for the remaining hours. No partial shift exchange will be granted where one part exchanged is less than four (4) hours and a shift may not be separated into more than two (2) parts. Notwithstanding Article 15.08 (j), the Hospital will only pay the total hours of the original scheduled shift. There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premium.

If an employee is unable to sign the request a verbal confirmation, by both employees, with the manager or manager's designate is required.

(k) Unit Weekend Schedule

A unit or service department weekend schedule may be developed in order to meet the Hospital's need for weekend staff, and individual employee's preference for a weekend work schedule.

A unit or service department weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Hospital and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit or service department weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the Hospital and union.

This unit or service department schedule may be discontinued by either party as per Article 15.13. Such agreement shall not be unreasonably withheld.

(j) Weekend and shift premiums shall not be paid;**(ii) Vacation Bank**

Vacation entitlement is determined by Article 19.01. For the purposes of Article 19.01, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 19.01.

For clarity, one full weekend of vacation scheduled amounts to 2 weeks of time off for the purposes of vacation quotas.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

Article 19.06 (a), (b), (c) do not apply.

(iii) Paid Holiday Bank

Employees qualify in accordance with the collective agreement. The paid holidays are identified in Article 18.01.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday as defined by the local arties, she or he will receive one and one half (1 ½) pay for all hours worked on a holiday. The employee will not receive a lieu day.

The holiday bank can be used as income replacement for absences due to illness of for lieu time off on a weekday.

(iv) Sick Leave

The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (iii) above.

The employee is eligible for long-term disability benefits as described in Article 21. An employee will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Hospital will provide the employee with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence. It is agreed and understood that Article 21.05 will apply in these circumstances. The provision of medical certificates shall be subject to Article 21.05.

(v) Leave of Absence

Article 14 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(vi) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour employees. Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

- (vii) Overtime
Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the employee works in excess of the normal daily hours.

Payment for overtime is as in Article 15.04.

- (viii) Scheduling Provisions
The scheduling and premium provisions relating to consecutive weekends off do not apply to employees who accept positions under this provision.

- (ix) Holiday Season Period
The provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour employee will continue to work weekends during the period.

15.08 Part Time Scheduling

- (a) It is understood that part time employees will occupy either a scheduled or unscheduled line.

- (b) Part time employees will be available:

- 12 months per year, less vacation entitlement
- A minimum of twenty-two and a half (22.5) schedulable hours per week
- One weekend in two
- Either the Christmas period (includes Christmas Eve, Christmas and Boxing day) or New year's period (including New Year's Eve and New Year's day) on alternate years
- To work two of three shifts subject to the departmental operating hours (i.e. days/evenings or days/nights) or both shifts for 11.25 hour shifts in each week
- To work 7.5 and 11.25 hour shifts in departments where both shifts exist
- Half the paid holidays

- (c) The Hospital will provide availability forms that will be used by all departments. Employees will provide to their manager or designate, completed availability forms by 2400 hours on the Friday, four (4) weeks prior to the posting of the schedule any periods of availability during the scheduling period. An employee when submitting availability shall not be required to be available for more than one shift per day, nor does this preclude an employee from making themselves available for more than one shift per day (in accordance with the departmental operating hours).

Changes in availability will not be considered within two weeks of the schedule being posted. If availability is not submitted, does not meet the operational needs of the unit, or does not meet the requirements of (b) above, part-time employees may be scheduled up to their commitment, based on the needs of the unit or service department.

It is understood that where the Hospital is scheduling against the submission of availability, this will only occur where there is an unfilled need after all relevant scheduling processes have been utilized. In such cases the Hospital may schedule an employee to their commitment, against availability, in reverse seniority order,

Employees who provide availability forms in accordance with this article and Article 15.08 (b) will be scheduled based on seniority and the needs of the department before those employees who fail to submit an availability form. Late submissions will be accepted for call-ins that arise but not for pre-booked shifts. Employees have the right to change their availability after submission although the amendments must comply with this Article.

For the purposes of distribution of shifts, a shift offered and refused by an employee when available will be considered to be a shift worked except in cases where Article 15.10 applies.

- (d) The posted schedule will be established based on the lines each part time employee has selected or been assigned and the known available shifts per pay period. The available shifts will be scheduled by seniority and availability starting with the most senior employee on the nursing unit or service department, up to 45 hours in a pay period. Once all regular part time employees in the nursing unit or service department have 45 hours, shifts will be scheduled one at a time by seniority and availability, so as to equalize hours, in the nursing unit or service department.

For clarity, shifts that become available after the schedule is posted will be offered by seniority and availability starting with the most senior part time employee on the nursing unit or service department, up to 45 hours in a pay period. Once all regular part time employees in the nursing unit or service department have 45 hours, shifts will be offered one at a time by seniority and availability, so as to equalize hours, in the nursing unit or service department.

For clarity, eligible employees who have indicated availability for a full shift will be given the full shift over eligible employees who have indicated their availability for only part of an available shift.

Where an eligible employee indicates availability for only part of an available shift and the hospital is unable to find an employee who can work the entire shift, the eligible employee may be given the part shift. Should the remainder of the shift remain uncovered and the eligible employee subsequently becomes available to work the remainder of the shift, she/he will be paid at the regular straight time rate of pay until the duration of the original shift is completed.

- (e) At the time of posting the schedule, prior to utilizing the call in process, in situations where the schedule is posted and vacant shifts remain, the hospital may post a needs list on the nursing unit or service department. The list will be posted within seven (7) calendar days from the date the schedule was posted. The list will remain posted for one (1) calendar week (or two (2) weeks for the summer schedule). The date the list will be removed will be clearly indicated on the list. During that week (or two weeks for the summer schedule), employees may submit their request to work any vacant shift. The hospital will schedule employees in accordance with Article 15.08 (d). The hospital will notify each employee who has been scheduled into a vacant shift.

For clarity, the Hospital will not be confirming the employee's availability subsequent to their submission. The Hospital will notify each employee who has been scheduled into a vacant shift, in writing, within 7 days of the date that the list is removed.

Note: A response by email is considered to be a response in writing.

- (f) Requests for exchange of shifts within the current posted schedule(s) between two employees within the same nursing unit or service department must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date and signed by both employees before the manager/designate will consider the request. Requests for exchange of shifts will not be unreasonably denied. No shifts can be given by an employee to another employee. Employees may request a shift exchange with other employees for a shift of a different length. In order to maintain full time hours (1950 per year) full-time employees must request banked lieu time or vacation for the remaining hours. No partial shift exchange will be granted where one part exchanged is less than four (4) hours and a shift may not be separated into more than two (2) parts. Notwithstanding Article 15.08 (j), the Hospital will only pay the total hours of the original scheduled shift.

There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premium.

If an employee is unable to sign the request a verbal confirmation, by both employees, with the manager or manager's designate is required.

- (g) The first shift of the day will be the day shift. The day shift will begin on or after 0600 hours as determined by the nursing unit or service department.
- (h) Part time employees whose normal work day consists of a seven and one half (7.5) hour shift will not be scheduled or called in to work more than seven (7) consecutive days unless mutually agreed between the Hospital and the employee. Part time employees whose normal work day consists of eleven and a quarter (11.25) hour shift will not be scheduled or called in

to work more than four (4) consecutive days unless mutually agreed between the Hospital and the employee.

- (i) A weekend is defined as all hours from Friday at twenty-three hundred hours (2300) to Sunday at twenty-three hundred (2300) hours inclusive. It is understood that the nursing unit or service department can utilize another forty-eight (48) hour period that begins with the Friday night shift.
- (j) Where an employee is called in to work a shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the employee will be paid for the full shift provided the employee works until the normal completion of the shift.

For those employees not supported by the centralized scheduling office who are called in to work a shift and who arrive within one (1) hour of the call, the employee will be paid from the time of the call.

- (k) The Hospital will provide 24 hours' notice of a shift cancellation. However, in the event of an overbooking of pre-booked shifts, the employee on the nursing unit or service department with the least seniority will have their shift cancelled. In the event of an overbooking of call-in shifts the last employee on the nursing unit or service department called will have their shift cancelled. Employees who report for a scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid for at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital.
- (l) Employees scheduled to work, and who are asked to extend their shift with less than twenty-four (24) hours' notice will receive premium pay for all hours worked in excess of seven and one half (7.5) hours so long as the call for the shift or any part of the shift had not previously been placed in advance of the twenty-four (24) hours' notice.

15.09 Schedules will be posted two weeks in advance for at least four (4) weeks.

15.10 There shall be a minimum of fifteen (15) hours off between regularly scheduled (7 1/2) hour) shifts and twelve (12) hours off between extended shifts (11.25 hours and 9.375 hours). Any time worked during the fifteen (15) or twelve (12) hour period between shifts shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight-time rate of pay, save and except where:

- (a) an employee agrees to work overtime or an additional shift outside their regularly scheduled shifts;
- (b) an employee and their supervisor specifically agree to waive the premium for a single shift; or
- (c) the Union and the Hospital specifically agree in writing to waive the premium for an ongoing schedule.

Note: for employees working extended tours, the hospital shall schedule thirty six (36) hours following a night shift when the employee's next shift is a day or evening shift.

15:11 Reassignment

Where the Hospital determines that an employee must be reassigned, the following will apply:

- (a) Employees working on the unit on the shift will be asked for a volunteer to be reassigned and the most senior volunteer will be reassigned.
- (b) Where there are no volunteers, the least senior part-time employee working on the unit on the shift will be reassigned.
- (c) Where there are no regular part-time, the least senior full-time employee working on the unit on the shift will be reassigned.

The above procedure is subject to ensuring that the employees remaining on the unit are qualified to perform the available work. The Hospital will, in consultation with the employee, make the determination of whether or not the employee to be reassigned is qualified for the assignment.

The above process does not apply to cases of layoff or re-structuring. In such cases the redeployment process will be followed as set out in Article 11.05 (a).

15:12 Scheduling Committee

The hospital agrees to recognize a committee of one full time service, one part time service, one full time clerical and one part time clerical and an equal number of management representatives. The committee may also review scheduling concerns as raised by either party that have been reviewed/discussed with the manager prior to submission to the scheduling committee. The committee will meet upon request of either party, and such requests shall not be unreasonably denied. Where a manager decides to implement a new schedule, the scheduling committee will review the proposed schedule to ensure it complies with the collective agreement. Through this process, the scheduling committee may suggest changes to the schedule, up to and including an alternate schedule. It is understood that the intent of this clause is in no way meant to infringe on management's right to schedule consistent with the collective agreement. A copy of any new schedule will be provided to the committee prior to implementation.

15:13 Scheduling Model Changes

Where the employees' wish to change the unit or service department's scheduling model they will approach the unit or service department manager. If the manager agrees to implement the proposed scheduling model a vote will proceed. The voting procedure will be as follows:

- (a) A combined fifty-one percent (51%) of all full time and part time employees permanently assigned to such unit or service departments so indicate by secret ballot. A weighting formula of a ratio of full time (1) to part time (0.5) will be used; and,

- (b) The secret ballot vote will be conducted at no cost to the Hospital, by the scheduling committee. The Hospital will post the results of the vote on the unit or service department and the scheduling committee will post the results on the Union bulletin board.
- (c) The secret ballot shall not take place unless six (6) months has elapsed from the start date of the new schedule.

The manager may discontinue or change a scheduling model in any unit or service department when either:

- (a) Fifty-one percent (51%) of all full time and part time employees permanently assigned to such unit or service department so indicate by secret ballot. A weighting formula of a ratio of full time to part time will be used. Or
- (b) The Hospital deems that the schedule:
 - (i) Causes adverse effects on patient care; or
 - (ii) Results in the inability to provide a workable staffing schedule; or
 - (iii) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

15:14 Reporting Sick Time/Personal L.O.A. and/or W.S.I.B.

(a) Reporting Off Duty:

- (i) When reporting off ill the employee will notify their manager or designate as to the cause of absence i.e.: ill/personal/W.S.I.B.
- (ii) For the evening or night shift - call must reach the designated area two (2) hours in advance.
- (iii) For employees whose day shift commences on or prior to 1200 hours - a call is acceptable as late as 45 minutes before the start of her/his shift. It is recognized that an employee may find upon waking that she/he is not fit to report for work.

(b) Returning to Work:

The minimum reporting expectation is:

- (i) at least ten (10) hours before the commencement of the next scheduled day shift of the employee; and
- (ii) at least four (4) hours before the evening or the night shift; and/or
- (iii) in accordance with department procedures for returning to work after a non- occupational injury or illness.

It is understood that the above process does not apply to absences that would require a return to work plan.

15:15 Banking of Lieu Time

Where the full-time or part time employee chooses equivalent time off for time worked such time off shall be taken within the fiscal year at a mutually agreeable time. At no time will the employee accumulate more than 45 hours of equivalent time off. If the employee is unable to schedule the time off by the end of the fiscal year the employee will be paid for all hours owing.

In addition, for full-time and part-time employees working in units or service departments anticipated to have scheduled temporary closures or scheduled slowdowns during the fiscal year, equivalent time off shall be taken at a mutually agreeable time before the end of the fiscal year. If the employee is unable to schedule the time off by the end of the fiscal year, the employee will be paid for all hours owing. It is understood that full time employees may bank up to 75 hours and part time employees may bank up to 45 hours.

ARTICLE 16 - PREMIUM PAY

16:01 Call Back

- (a) An employee called back to work after leaving the premises, who reports for work outside their normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours' pay at time and one-half their regular, straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.
- (b) Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

16:02 Standby

Employees required to remain available for duty outside their regularly scheduled hours of work will be paid a standby amount of three dollars (\$3.00) for each hour of the standby period.

Should an employee be called in to work from standby, the standby amount shall cease at the time the employee commences working and resume following the greater of the time worked or the minimum hours paid for call back.

16:03 Shift Premium

Employees shall be paid a shift premium one dollar (\$1.00) per hour for all hours worked on the afternoon or night shift where the majority of hours fall outside the normal day shift and the work takes place between 1500 hours one day and 0700 hours the following day.

Effective April 1, 2018, employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked on the afternoon or night shift where the majority of hours fall outside the normal day shift and the work takes place between 1500 hours one day and 0700 hours the following day.

Shift premium shall also be paid for the 1100 hours to 1900 hours shift from 1500 hours to 1900 hours.

16:04 **Weekend Premium**

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If the parties mutually agree, the effective times for this weekend premium may be adjusted to reflect a different forty-eight (48) hour time period over the weekend hours.

Effective April 1, 2018, an employee shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If the parties mutually agree, the effective times for this weekend premium may be adjusted to reflect a different forty-eight (48) hour time period over the weekend hours.

16:05 **Responsibility Pay**

Outside Bargaining Unit

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit, the employee shall receive a premium of ninety cents (\$0.90) in addition to his/her regular rate for all hours worked while so assigned.

Inside Bargaining Unit

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, he/she shall be paid the rate immediately above his/her current rate in the higher paying classification to which he/she was assigned for all hours worked while so assigned.

Lead Hand

When the Hospital assigns an employee to be a lead hand, the employee shall receive a premium of sixty cents (\$0.60) in addition to his/her regular rate for all hours worked while so assigned.

ARTICLE 17 - ALLOWANCES

17:01 **Uniforms**

- (a) The Hospital will supply and launder uniforms for employees working in Childbirth, Maintenance and the Operating Room. The Hospital will supply uniforms in Sterile Processing Department, Housekeeping and Nutrition and Food Services.
- (b) Where the Hospital requires uniforms to be worn by employees covered under the terms of this Agreement in other departments not previously listed, the required uniforms shall meet the standards as determined by the Hospital.

- (c) Where the Hospital requires employees to wear uniforms, the Hospital shall pay such employees five cents (\$0.05) per hour paid to a maximum of ninety dollars (\$90.00) per calendar year.

17:02 Footwear

The Hospital will pay a safety footwear allowance of ninety dollars (\$90.00) per calendar year to each employee who is required by the Hospital to wear safety footwear. Such footwear must be Hospital and CSA approved.

ARTICLE 18 - PAID HOLIDAYS

(ARTICLE 18:01-18:07 APPLICABLE TO FULL TIME ONLY)

18:01 The following shall be observed as holidays at the Hospital:

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

Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

- 18:02**
- (a) Holiday pay is defined as the amount of regular straight time hourly pay (7 1/2 hours) exclusive of shift premium which an employee would have received had he or she worked a normal shift on the holiday in question.
- (b) Full-time employees entitled to a paid holiday lieu day will receive seven and one-half (7.5) hours paid and will use any combination of lieu time or vacation time to receive payment for the full shift off.
- 18:03** In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:
- (a) legitimate illness or accident which commenced within thirty (30) calendar days of the date of the holiday;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;

- (d) vacation granted by the Hospital;
- (e) an employee's regular scheduled day off.

18:04 An employee who qualifies for the holiday pay and is required to work on any of the above named holidays, will at the option of the Hospital, which shall take into account in its decision the request of the employee, to receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times their regular straight time rate of pay in addition to their regular straight time rate of pay, or
- (b) pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed on such holiday and lieu day off at regular straight time rate of pay within fifty (50) days following the holiday. Such lieu day off will be selected by the employee and their Supervisor by mutual agreement. Failing such mutual agreement, the lieu day will be paid out at the employee's regular straight time rate of pay.
- (c) An employee who works extended tours may receive pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off of seven and a half (7.5) hours at regular straight time rate of pay within fifty (50) days following the holiday. Such lieu day off will be selected by the employee and their Supervisor by mutual agreement. Failing such mutual agreement, the lieu day will be paid out at the employee's regular straight time rate of pay.

18:05 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

18:06 If one of the paid holiday occurs during an employee's vacation, the employee will receive an additional day's pay in lieu thereof, or will receive an additional day off which may be added to his/her vacation or taken as a vacation day at a time mutually agreed to between the employee and supervisor. Failing such agreement, the holiday will be paid out at the employee's regular straight time rate of pay.

18:07 If a paid holiday falls on an employee's regular day off, another day off shall be selected by the employee and their Supervisor by mutual agreement, providing the employee qualifies for the holiday pay. Failing such agreement, the lieu day will be paid out at the employee's regular straight time rate of pay.

18:08 If a part time employee works on any of the holidays listed in Article 18:01 she or he shall be paid at the rate of time and one-half (1 1/2) her or his regular straight time rate for all hours worked on such holiday.

ARTICLE 19 – VACATIONS

(ARTICLES 19:01, 19:03, AND 19.10 APPLICABLE TO FULL TIME ONLY ARTICLE 19:02 APPLICABLE TO PART TIME ONLY)

19:01 Full time employees working for the Hospital in the twelve (12) month period preceding July 1st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (a) Employees who have completed less than one (1) year of continuous service as of July 1st, shall be entitled to an annual vacation of 1 day for each completed month of service to a maximum of nine (9) working days and shall be paid 4% of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding July 1st.
- (b) An employee with more than one (1) year continuous service but less than two (2) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of two (2) weeks with pay at their regular straight time hourly rate.
- (c) An employee with more than two (2) years of continuous service but less than five (5) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
- (d) An employee with more than five (5) years of continuous service but less than thirteen (13) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (e) An employee with more than thirteen (13) years of continuous service but less than twenty-two (22) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of five (5) weeks with pay at her regular straight time hourly rate.
- (f) An employee who has completed more than twenty-two (22) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of six (6) weeks with pay at her regular straight time hourly rate.
- (g) An employee who has completed more than twenty-eight (28) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of seven (7) weeks with pay at her regular straight time hourly rate.
- (h) Employees who work extended tours will have their vacation entitlement converted to hours

Notwithstanding the above, effective July 9, 1999, employees receiving a greater vacation entitlement shall continue to receive that entitlement until such time as they would move on the vacation schedule outlined above.

19:02 Part time employees shall be paid vacation pay based on the following formulae:

Start of employment	4% of earnings
After 3,450 hours worked	6% of earnings
After 8,625 hours worked	8% of earnings
After 22,425 hours worked	10% of earnings
After 37,950 hours worked	12% of earnings
After 48,300 hours worked	14% of earnings

Notwithstanding the above, effective July 9, 1999, employees receiving a greater vacation entitlement shall continue to receive that entitlement until such time as they would move on the vacation schedule outlined above.

- 19:03 Vacations with pay are granted for past service. It shall be the duty of the Department Head to receive requests for vacation entitlement and arrange suitable dates taking into account adequate coverage of the department and seniority.
- 19:04 Vacations shall not be cumulative from year to year, however consideration may be given in special cases subject to the approval of the Department Head.
- 19:05 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due them at the time of their termination as provided herein.
- 19:06
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of such bereavement leave shall be as set out in Article 14:02 (a) and the period of bereavement leave will not be counted against the employee's vacation credits.
- 19:07
- (a) The time of vacation for each full time employee each year will be mutually arranged between the employee and the Hospital. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive their vacation in an unbroken period, if requested by the employee, and such request shall not be unreasonably denied. Once a vacation request has been approved, such vacation shall not be cancelled, without the consent of the employee.

- (b) Vacation requests for time outside the summer vacation and holiday season vacation periods will be considered on a first come, first serve basis provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor.
- (c) All requests must be submitted on the appropriate form to, and approved by the manager/designate in writing. The parties recognize that it is advantageous for vacation requests to be submitted up to two (2) weeks prior to the posting of the schedule. The Manager will respond with approval or denial of such requests within two (2) weeks of receipt.
- (d) Part time employees will be entitled to vacation time per vacation year as follows:
 - (i) two (2) weeks after each vacation entitlement year that the employee completes, if the employee's period of employment is less than five years; or
 - (ii) three (3) weeks after each vacation entitlement year that the employee completes, if the employee's period of employment is five years or more.

Requests for additional time off will be considered a request for a personal leave of absence, subject to the provisions under Article 14.01.

19:08 Summer Vacation Period

- a) Summer Vacation will be identified as July 1 – September 15 or the end of the posted summer schedule, whichever is later.
- b) Vacation Seniority Lists shall be posted by February 15th in each year. Vacation requests will be submitted in writing by March 30th.
- c) The entire schedule for the Summer Vacation Period will be posted no later than May 15 of each year.
- d) It is understood that seniority will be the deciding factor, specifically where there is a conflict, senior employees will be granted their vacation prior to employees junior to them.
- e) Employees may request all their annual vacation entitlement during the vacation year which is July 1st to June 30th.
- f) Additional vacation requests for the summer vacation period will only be considered after all employees have had their summer vacation requests processed.

19:09 Holiday Season Vacation Period

- a) Requests for vacation for the Holiday Season vacation period (December 15th to January 15th) must be submitted in writing to the unit or service department manager by October 1st of each year. Part-time employees must provide their availability for the Holiday Season vacation schedule no later than October 1st of each year.
- b) Employees shall be available to work either the Christmas period (includes Christmas Eve, Christmas and Boxing Day) or the New Year's period (including New Year's Eve and New Year's Day) on alternate years.

New hires (within the calendar year) will be scheduled either the Christmas or New Year period based on operational needs.

- c) The Holiday schedule will be posted by November 1st of each year.
- d) It is understood that seniority will be the deciding factor, specifically where there is a conflict, senior employees will be granted their first choice prior to employees junior to them.
- e) Vacation requests will be considered based on the needs of the unit or service department and seniority. However, the parties recognize that not all work areas are able to provide time off during the Holiday Season period.
- f) Approved time off will be indicated on the holiday schedule.
- g) This article shall not apply to any area where employees normally work Monday to Friday and are not normally scheduled to work on Christmas and New Year's.
- h) In cases where overbooking occurs and management determines that employees can be sent home, full-time employees shall be given the option of requesting the time off by seniority followed by part-time by seniority.
- i) No overtime premium will be paid for consecutive weekends worked or for a 5th shift in a row for the 4 on 5 off scheduling model during the holiday seasons schedule.

19:10 Full time employees, upon written request to the Payroll Department of the Hospital made at least two (2) weeks prior to the commencement of an employee's vacation, a vacation pay advance covering the period of the employee's vacation may be obtained on the pay day prior to the commencement of the vacation.

- 19:11 Should an employee request to cancel a previously requested vacation, such employee shall be permitted to do so provided the cancellation is submitted to the Hospital no later than six weeks in advance. It is understood that if an employee is canceling summer vacation it will be before the summer schedule is posted.

ARTICLE 20 - HEALTH AND WELFARE

(ARTICLES 20.01–20:06, 20:09 APPLICABLE TO FULL TIME ONLY
ARTICLE 20:07 APPLICABLE TO PART TIME ONLY)

The Hospital agrees during the term of the Collective Agreement to contribute towards the premium coverage of the participating eligible employees in the employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements. The Hospital will provide the benefits as set out to an employee's partner of the same sex.

- 20:01 **Semi-Private**
Subject to meeting appropriate enrollment requirements, the Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for Semi-Private insurance for each employee eligible for coverage.

- 20:02 **Extended Health Care**
The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the employ of the Hospital under the existing Extended Health Care Plan providing for fifteen dollars (\$15.00) single and twenty-five dollars (\$25.00) family deductible providing the balance of monthly premiums are paid by the employee through payroll deductions.

In addition to the standard benefits of Extended Health Care, coverage will include massage (maximum \$300.00 per year), hearing aids (maximum \$500.00 per person) and vision care (maximum \$260.00 - every twenty-four (24) months); and Drug Formulary 3. Vision coverage permitted to be used for laser eye coverage.

- 20:03 **Life Insurance**
The Hospital agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the employ of the Hospital under the Hospitals of Ontario Group Life Insurance Plan. Such insurance coverage is to be equal to twice the annual salary of the employee.

- 20:04 **Dental Plan**
The Hospital shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Dental Plan providing the balance of the monthly premium is paid by the employee through payroll deduction. The Dental Plan will be based on the current ODA Fee Schedule with a one year lag and a nine month recall for adults; orthodontics 50/50 co-insurance with a \$1,000 maximum per insured

lifetime; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1,000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework and repairs to same] at 50/50 co-insurance to \$1,000 annual maximum.

20:05 The Semi-Private, Extended Health Care Plan and the Dental Plan referred to above shall include coverage for dependents of eligible employees until the age of twenty-five (25) years while such dependents are attending post-secondary institutions. Eligible employees' dependents who suffer from a disability or impairment which precludes the dependent from working shall be included for coverage under the aforementioned plans.

20:06 **Responsibility**

(a) It is understood that the Hospital may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution the Hospital shall notify the Union to explain the proposed change and to ascertain the view of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

(b) Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

20:07 **Percentage in Lieu (Part Time Only)**

In lieu of full coverage for health and welfare benefits, income protection and holiday pay, part time employees shall receive, in addition to their regular hourly rate, an amount equivalent to fourteen percent (14%) of their straight time hourly rate.

20:08 (a) **Pension Plan (K-W site)**

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

One (1) member of the bargaining unit will be recognized as a member of the Pension Advisory Committee with full voice and vote.

(b) **Pension Plan (Freeport site)**

The Hospital further agrees to continue its contributions in accordance with the provisions of the Healthcare of Ontario Pension Plan (HOOPP) as amended by the integration thereof with the Canada Pension Plan.

20:09 **Benefits on Early Retirement (Full Time Only)**

A full time employee who retires prior to age 65 and is in receipt of pension benefits, is entitled to remain on the Hospital benefit plans (dental, extended health and semi-private coverage) provided that the employee is currently

enrolled in the benefit plan at the time of retirement, until age 65. The retired employee is responsible for fifty percent (50%) and the Hospital for fifty percent (50%) of the monthly premiums. The retired employee will agree to make arrangements for automatic withdrawal of monthly premiums with the Payroll department. Failure of the employee to execute the aforementioned will result in coverage being cancelled.

Should the employee elect not to continue their participation or later opt out of this coverage, the employee cannot rejoin the plan at any future date.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY
(ARTICLES 21.01-21.04 APPLICABLE TO FULL TIME ONLY)

- 21:01 (a) The Hospital will assume total responsibility for providing and funding the sick pay benefit portion of the Hospitals of Ontario Disability Income Plan (HOODIP) in accordance with the plan's terms and conditions.
- (b) The Hospital will pay seventy-five percent (75%) of the billed premium toward coverage of eligible employees under the Long Term Disability benefit portion of the plan (HOODIP), or an equivalent plan, the employee paying the balance of the billed premium through payroll deduction.
- (c) The Hospital further agrees, to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.
- 21:02 Absences due to pregnancy-related illness shall be considered as sick leave under the sick leave plan. The employee will be required to provide medical documentation to support such illness before sick leave benefits will be paid.
- 21:03 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Safety and Insurance Board (WSIB) benefits for a period longer than one complete pay period (not including the pay period in which the illness or injury occurred) may apply to the Hospital for payment equivalent to the lesser of:
- (a) the benefit he/she would receive from WSIB if his/her claim was approved, or
- (b) the benefit to which he/she would be entitled to under the short term sick portion of the disability income plan (HOODIP or equivalent plan).

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

- 21:04 Notwithstanding anything else contained in this Agreement, the Hospital will continue the benefits as herein provided related to vacation, health and welfare programs and HOODIP premiums for a period up to fifteen (15) weeks while a employee is receiving paid sick leave by the Hospital, or receiving Workers' Compensation benefits.
- 21:05 The Hospital shall pay the full cost of any medical certificate required of an employee. For the purposes of clarity, the Hospital will not pay for any medical certificate provided where the Occupational Health department or the employer has not specifically required it.
- 21:06 **Return to Work**
The Hospital and the Union agree to assist in the early and safe return to work for employees who have an occupational injury or are disabled from their original position or job. Where the employee is medically unable to return to their original pre injury position, the parties agree to assist in the accommodation of the employee in another position or job in accordance with applicable legislation. The program is designed to facilitate employees to return to their pre injury level and the resumption of an active role in the workplace.

A meeting shall be held with the employee and the union to review the return to work plan including the schedule, duration, duties and reassessment (where necessary).

ARTICLE 22 - COMPENSATION

- 22:01 The regular straight time rate of pay is that prescribed in "Schedule A" of the Local Agreement.
- 22:02 Wages shall be paid as per Schedule "A" attached hereto which schedule is hereby made a part of this Agreement.
- 22:03 Employees shall be paid once every two (2) weeks. At the time of such pay, the hours worked, pay earned and all deductions shall be shown in writing. Any deductions required by law shall be made and other deductions shall be made in a manner convenient to the Hospital, but so as to attempt to equalize such pay for regular hours. The Hospital shall not be required to split monthly deductions for any one deduction.
- 22:04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital or the Union identifies a job in which the duties have changed, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the 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 days of such meeting. The decision of the Board of

Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

- 22:05 Where an employee has resigned and/or retired and is subsequently re-employed at the Hospital within a twelve (12) month period, within the same classification, they will be placed on the same wage grid level previously held.

It is understood that service and seniority will not be credited.

ARTICLE 23 - BULLETIN BOARDS

- 23:01 The Hospital will provide bulletin boards upon which the Union shall have the right to post notices of Union business. The current number of union boards, as at May 19, 1999, will not diminish. Any changes in their location will be discussed at a Labour/Management Committee meeting.

ARTICLE 24 – VIOLENCE

- 24.01 Violence shall be defined as any incident in which an employee is abused, threatened, or assaulted during the course of their employment. The Hospital agrees that these incidents will not be condoned in the workplace.
- 24.02 The Hospital shall notify the Union as soon as practical but not more than three (3) calendar days of any employee who has been threatened and/or assaulted while performing his/her work and the area which the threat/assault occurred. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the joint Health & Safety Committee. The assaulted employee may choose to have their name remain confidential.
- 24.03 The parties agree that if incidents involving an aggressive patient or visitor occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of the employee presented in that forum.
- 24:04 The Hospital agrees to perform a risk assessment to identify any risk to workers from violence arising out of their employment

The risk assessment must include but not be limited to:

- (a) previous experience in that workplace,
- (b) occupational experience in similar workplaces, and
- (c) the location and circumstances in which work will take place
- (d) possible sources of violence such as intruders, patients or clients, employees, friends and family of patients/clients/employees, visitors, staff members, or someone else.

The results of the risk assessments will be shared with the Joint Health and Safety Committee.

- 24.05 Any employee who believes the situation to be abusive shall report this to his/her immediate supervisor who will make every reasonable effort to rectify the abusive situation.
- 24.06 The parties further agree that suitable subjects for discussion at the Joint Occupational Health and Safety Committee will include aggressive patients.
- 24.07 When an employee, in the exercise of their duties, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Hospital shall provide for replacement or repair at no cost to the employee.
- 24.08 The employee will endeavor to present their claim to the Hospital within seven (7) days after the event, unless it was impossible for them to do so during this period.
- 24.09 In recognizing the importance of a violence free environment, the employer will review the hospital's policy and process with respect to violence in the workplace with the employee during her or his orientation period.

ARTICLE 25 – TRANSITIONAL WORK PROGRAM

- 25:01 The Hospital and the Union agree to support a safe and early return to work plan. Further the parties agree to comply with the return to work provisions as described under Section 40, 41 and 42 of the Workplace Safety and Insurance Act, 1997 (as amended from time to time). The transitional work program will apply to occupational and non-occupational injuries/illness in compliance with the obligations to accommodate employees under the Ontario Human Rights Code.

If during the course of the transitional work program the employee is experiencing discomfort, the transitional work program will be adjusted or discontinued so as not to harm the employee. It is understood that a Union representative may accompany the employee to any meetings if the employee so desires.

The employee will receive full wages for occupational illness/injury and benefits while performing work during the transitional work program.

Specific elements of the transitional work program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted

ARTICLE 26 – DURATION

- 26:01 This Agreement shall continue in effect until March 31, 2017 and thereafter from year to year unless either party gives the other party written notice of their desire to amend the agreement.

26:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall normally begin within sixty (60) days after filing notice to bargain for a new amended Collective Agreement.

DATED AT Kitchener, Ontario this 12 day of October, 2018.

FOR THE HOSPITAL

Alderson Raina
Julia Watz
CM

FOR THE UNION

Nancy Broszett
John
UM Kalita
Andrew Goldman
DR

Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106


Re: Domestic Violence

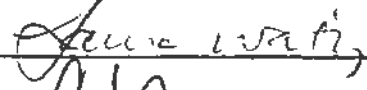
The parties hereby recognize and share the concern that employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), an employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

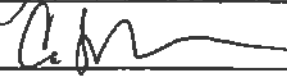
Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

DATED this 12 day of October, 2018.

FOR THE HOSPITAL







FOR THE UNION











Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106

Re: Paid Union Leave – FT & PT Service & FT & PT Clerical

The Hospital agrees to provide a total of 7.5 hours per pay period or 11.25 hours per pay period depending on their schedule per site for the bargaining unit to be used for union business. The parties agree that the time must be taken within the month earned. The Union representative taking this time must submit a request to Human Resources for approval. Such time will be considered as time worked and paid accordingly. Paid leave will be taken from Monday to Friday only.

The request for a leave of absence under this leave will be made by the union chairperson or designate.

It is understood that the union representative receiving this payment will be accessible to the members and/or representatives of the Hospital to discuss issues which may arise between them during this paid time. The representative will give the Hospital contact information where they can be reached during the leave.

DATED this 12 day of October, 2018.

FOR THE HOSPITAL

[Signature]
June W. K.
[Signature]

FOR THE UNION

[Signature]
[Signature]
UmKalita
Andelle Goodman
[Signature]

Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106

Re: Transfer of Seniority Between Bargaining Units for Accommodated Workers

The Parties agree that with respect to their responsibilities under the Ontario Human Rights Code the Parties confirm that accommodated workers will be allowed to carry seniority between bargaining units effective the date of the signing of this letter.

When considering the accommodation of a worker in a different bargaining unit, the following process will apply:

- (a) A search for a suitable position will be undertaken within the employee's current bargaining unit;
- (b) Where no position is found within the current bargaining unit, vacancies in other bargaining units may be considered;
- (c) Positions in either bargaining unit will be considered in accordance with Article 12.03
- (d) Should the disabled employee be accommodated in an alternate bargaining unit, his/her seniority will also transfer between bargaining units;
- (e) It is understood that individual circumstances may allow the Parties to waive the above process.

Individual accommodations will be discussed and agreed upon in writing between the Parties.

DATED this 12 day of October, 2018.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106


Re: Influenza Vaccine

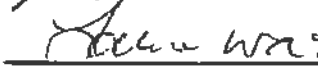
The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will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


- (a) Employees, subject to their consent, may be required to be vaccinated for influenza.
- (b) 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.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) In the event of an outbreak of influenza, the Hospital will reassign staff who have not received the vaccination, to appropriate work areas.
- (e) If an employee refuses to take the 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 paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (i) An employee that has worked in a location outside GRH that is experiencing an influenza outbreak will not be permitted to work at the Hospital until such time that the outbreak is declared over by the Chief Medical Officer.

DATED this 17 day of October, 2018.

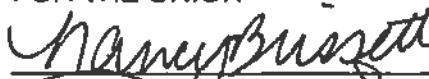
FOR THE HOSPITAL




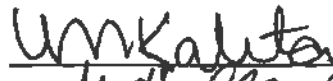





FOR THE UNION







 Andrelle Goodman.



Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106

Re: Temporary Vacancy Audit


The Hospital shall conduct an audit of the use of temporary vacancies in the Unifor bargaining units which shall include the following:

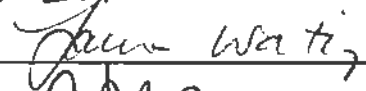
- 1) The number of temporary vacancies in each department
- 2) The names of employees occupying the vacancies
- 3) The length of time the employees have been in the positions
- 4) The estimated end date of the assignment
- 5) The reason why a temporary employee is being utilized

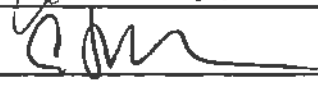
The Hospital shall provide this information twice a year (April and October) to the Union at Labour Management.

DATED this 12 day of October, 2018.


FOR THE HOSPITAL







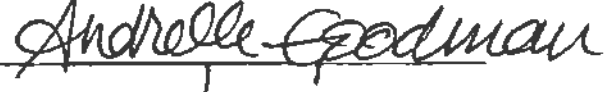



FOR THE UNION











Letter of Understanding

Between

Grand River Hospital
And
Unifor, Local 1106

Re: 4 on 5 Off Schedule Rotation in Service Departments Where Employees are Required to Remain on the Unit or Service Department During Meal Breaks

WHEREAS the parties agree a full-time bargaining unit member must maintain their full-time yearly hourly requirements of 1,950 paid hours:

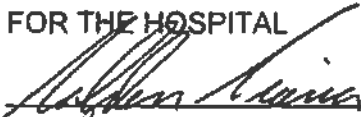
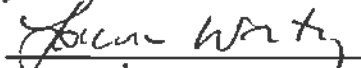

WHEREAS the parties recognize due to patient/client care requirements some units or service departments require employees to remain on the unit or service department during their meal periods;

The parties agree the following:





- 1) Full-time employees working the 4 on 5 off schedule rotation in units or service departments where they are required to remain on the unit or service department during their meal break shall be paid in accordance with Article 15.01.
- 2) To ensure full-time employees maintain 1,950 paid hours per calendar year the following amendments will be made to the 4 on 5 off schedule rotation:
 - (a) Full-time employees will not be required to work the additional tours as outline in Article 15.07(e);
 - (b) Contrary to Article 15.07 (e), full-time employees will be required to take equal time off of work for paid holidays. Employees earn 7.5 hours per paid holiday, therefore employees, upon approval from their manager, will be required to use banked time, vacation time or use multiple paid holidays to ensure they are guaranteed the full day off with pay


DATED this 12 day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION



Letter of Understanding

Between

Grand River Hospital
And
UNIFOR, Local 1106

Re: Mental Health


The parties both agree that a psychologically healthy work environment is a desirable objective for both the employer and its employees.

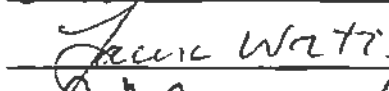
In keeping with that objective the parties wish to work together in order to identify psycho-social hazards in the workplace that may cause or contribute to mental health conditions, and looking for ways to eliminate them or reduce these effects. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.


Understanding the above the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Labour Management Committee agenda.

DATED this 12 day of October, 2018.


FOR THE HOSPITAL







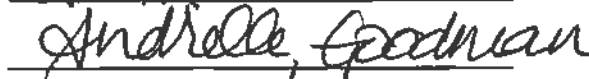



FOR THE UNION











Letter of Understanding

Between


Grand River Hospital
And
UNIFOR, Local 1106

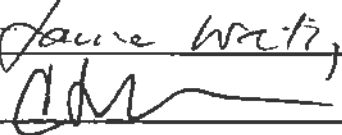
Re: Exclusion from the Attendance Management Program

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through the steps of the attendance management program.

DATED this 12 day of October, 2018.

FOR THE HOSPITAL



Jaime Wertz,


FOR THE UNION











GRAND RIVER HOSPITAL
Unifor SCHEDULE "A" – Clerical

LEVEL	TITLE	START	STEP 1	STEP 2	STEP 3	EFFECTIVE DATE
9	Sr. Payroll Administrator	27.0335	27.6743	28.3310	29.0043	01-Apr-17
	Sr. OHIP Clerk	27.4120	28.0617	28.7276	29.4104	01-Apr-18
		27.8506	28.5107	29.1872	29.8810	01-Apr-19
		28.3101	28.9811	29.6688	30.3740	01-Apr-20
8	Health Records Technician-Coder	25.6062	26.2195	26.8479	27.4922	01-Apr-17
	Sr. Secretary 3	25.9647	26.5866	27.2238	27.8771	01-Apr-18
		26.3801	27.0120	27.6594	28.3231	01-Apr-19
		26.8154	27.4577	28.1158	28.7904	01-Apr-20
7	Dietetic Technician	24.5495	25.1362	25.7378	26.2543	01-Apr-17
	Sr. Transcriptionist	24.8931	25.4881	26.0981	26.7233	01-Apr-18
	Systems Coordinator - Materials Management	25.2915	25.8959	26.5157	27.1509	01-Apr-19
	Systems Coordinator - Purchasing	25.7088	26.3232	26.9532	27.5989	01-Apr-20
	Sr. Secretary 2					
	Librarian					
	Collections Administrator					
	Clinical Secretary 7					
	Administrative Secretary 7					
	Scheduler - Staffing					
	Department Secretary 7					
6	Scheduler - OR	23.5385	24.0999	24.6757	25.2656	01-Apr-17

	Administrative Secretary 6	23.8680	24.4373	25.0212	25.6193	01-Apr-18
	Sr. Secretary 1	24.2499	24.8283	25.4215	26.0292	01-Apr-19
	Clinical Secretary 6	24.6500	25.2380	25.8410	26.4587	01-Apr-20
	Accounts Clerk 6					
	Admin Coordinator – Surgical					
	Patient Registration Booking Clerk					
	Department Secretary 6					
	Payroll Administrator					
	Patient Accounts Booking Clerk					
5	Health Records Technician	22.5710	23.1081	23.6590	24.2233	01-Apr-17
	Department Secretary 5	22.8870	23.4316	23.9902	24.5624	01-Apr-18
	Transcriptionist	23.2532	23.8065	24.3740	24.9554	01-Apr-19
	Clinical Secretary 5	23.6369	24.1993	24.7762	25.3672	01-Apr-20
	Registration Clerk 5					
	Customer Service Specialist					
	Preferred Accommodation Coordinator					
	Parking Assistant					
	Patient Accounts Billing Clerk					
4	Clinical Secretary 4	21.6449	22.1592	22.6862	23.2264	01-Apr-17
	Department Secretary 4	21.9479	22.4694	23.0038	23.5516	01-Apr-18
	Accounts Clerk 4	22.2991	22.8289	23.3719	23.9284	01-Apr-19
	Materials Management Clerk	22.6670	23.2056	23.7575	24.3232	01-Apr-20
	Cashier					
	ESP Data Entry Clerk 4					
	Purchasing Clerk					
	Switchboard Operator					
3	Accounts Clerk 3	20.7588	21.2510	21.7552	22.2723	01-Apr-17

	Receptionist	21.0494	21.5485	22.0598	22.5841	01-Apr-18
	Clinical Secretary 3	21.3862	21.8933	22.4128	22.9454	01-Apr-19
	Department Secretary 3	21.7391	22.2545	22.7826	23.3240	01-Apr-20
	Oncology Imaging Clerk					
	Health Records Clerk					
2	Registration Clerk 2	19.9111	20.3820	20.8646	21.3592	01-Apr-17
	Data Entry Clerk	20.1899	20.6673	21.1567	21.6582	01-Apr-18
		20.5129	20.9980	21.4952	22.0047	01-Apr-19
		20.8514	21.3445	21.8499	22.3678	01-Apr-20
1	Mail Room Clerk	19.0998	19.5503	20.0123	20.4854	01-Apr-17
		19.3672	19.8240	20.2925	20.7722	01-Apr-18
		19.6771	20.1412	20.6172	21.1046	01-Apr-19
		20.0018	20.4735	20.9574	21.4528	01-Apr-20