

COLLECTIVE AGREEMENT

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

(hereinafter called the "Hospital")

- and -

C.A.W.-CANADA, LOCAL 302

(hereinafter called the "Union")

**PART TIME OFFICE & CLERICAL
BARGAINING UNIT**

EXPIRY: MARCH 31, 2003

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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 The Hospital recognizes the CAW-Canada Local 302 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.

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 may have a representative of the Union with them throughout the process, if requested.

- 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 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) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- c) 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 10th day of the following month.
- d) 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. 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) The Hospital will provide a list of employees and their addresses once each year March 31st to the Union.

6:02 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.

6:03 The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

6:04 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).

6:05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 7 - ACCESS TO PERSONNEL FILE

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.

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 CAW (Local 302 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.

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 to be elected or appointed by the union, from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (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 two (2) members to be elected, or appointed, by the Union from amongst employees in the bargaining unit, who have completed their probationary period.
- (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. The Hospital will pay the employee an amount equal to their regular shift at their regular straight time rate should the meeting be scheduled on the employee's day off. Hours compensated during negotiations will be credited toward the part-time employee's seniority.

- (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 **Labour/Management Meetings**

The Union Committee and the Hospital shall meet each month at times mutually agreed on. There shall be four (4) representatives of each of the Hospital and the Union. Necessity for a meeting will be indicated by letter from either party to the other party, delivered ten (10) days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed. 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.

8:06 **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.
- (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.

- (g) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

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 arbitrable.
- 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 fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction 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. Any employee is entitled upon request to have a Union Steward or a member of the Grievance Committee present to attempt to adjust her/his complaint.
- 9:03 **Step No. 1**
The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to the Unit or Department Manager.
- The nature of the grievance, the remedy sought, and where possible the section or section(s) of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate Supervisor will deliver their decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.
- Step No. 2**
Within five (5) calendar days following the decision under Step No. 1, the grievance must be submitted to Human Resources to be discussed at a meeting between representatives from the Hospital and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Hospital shall give a written disposition within five (5) calendar days of the day of such meeting.
- Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no request for arbitration is received within such ten (10) day period the grievance shall be deemed to have been abandoned.

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 submitted to Human Resources as a Step No. 2 grievance within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement within fourteen (14) calendar days, it may be submitted to arbitration in accordance with this Article. However, it is expressly understood that the provision of this paragraph 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, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

9:05 **Discharge Grievance**

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within seven (7) calendar days of the discharge of the employee being notified of his/her discharge. It is agreed that the Chairperson of the Grievance Committee will be notified of the dismissal of an employee.

9:06 **Group Grievances**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 1 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 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of a suspension or discharge, the Hospital shall notify the employee of his/her right in advance.

Immediately prior to the disciplinary meeting, the Hospital will provide the Union representative with notification of the impending discipline.

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.

9:09 The time limits fixed in both the grievance and arbitration procedures, may be extended by mutual consent, in writing, of the parties to this Agreement.

9:10 **Arbitration Procedure**

If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein provided, it shall make such request in writing addressed to the other party to this Agreement.

The Parties agree that a sole arbitrator shall resolve all grievances which have been processed to arbitration. The Parties mutually agree to develop a roster of four (4) arbitrators. Grievances will be referred for hearing to one of the arbitrators on the roster, in rotation. Notwithstanding the foregoing, if either Party wishes to utilize a Board of Arbitration, they shall notify the other party of same and at the same time name a nominee.

Within seven (7) calendar days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The Chairperson of the Arbitration Board will be one of the arbitrators on the roster, in rotation.

9:11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9:12 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

9:13 The Arbitrator/Board of Arbitration shall not have any power 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.

9:14 The proceedings of the Arbitrator/Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

9:15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

ARTICLE 10 - SENIORITY

10:01 **Probationary Employees**

A new employee will be considered on probation until after he/she has completed three hundred and thirty-seven and a half (337.5) hours worked. The probationary period may be extended and the Hospital will provide the Union with notification at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. The Union will not unreasonably withhold agreement to such extension of the probationary period and any extension will be agreed to in writing by the employee, the Union and

the Hospital. Upon completion of such probationary period, the employee's name will be placed on the seniority list with the seniority date he/she was last hired to work in the bargaining unit.

10:02 **Transfer of Service and Seniority**

Effective the date of ratification of this agreement, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. 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 continue to accumulate seniority the same as if they had never been transferred out of the bargaining unit for a maximum period of no longer than twelve (12) calendar months.

10:03 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.

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 twenty-four (24) 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) is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced;
- (i) retires.

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

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.
- (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.
- (j) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.
- (k) While employees are on notice of layoff they will not have their scheduled hours reduced.

11:03 **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.

For calculation of part time employees' severance entitlements, including early retirement, the employee's average weekly hours will be based on an average of their paid hours over the proceeding twelve (12) months.

11:04 **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.
- (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**Permanent Vacancies**

- 12:01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) 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. 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 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 and unsuccessful applicants will be notified.

- 12:04 Where there are no successful applicants from within this bargaining unit for positions referred to in this Article, employees in other CAW service 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 The successful applicant will be placed in the vacancy for a trial period of forty-five (45) days of work and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, 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.
- 12:07 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.
- 12:08 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.
- 12:09 **Temporary Vacancies**
- (a) Vacancies which are not expected to exceed six (6) months and pregnancy and parental leaves will not be posted and may be filled at the discretion of the Hospital. Notwithstanding the foregoing, the Hospital will post the initial vacancy arising from a pregnancy and parental leave in accordance with the Job Posting provisions in this collective agreement. In filling such vacancies consideration shall be given to part-time

employees in the nursing unit or service department who have recorded their interest in writing with the Human Resources Department. If the vacancy is not filled within the department then part-time employees in the bargaining unit who have recorded their interest in writing with the Human Resources Department will be considered prior to considering persons not employed by the Hospital. The written requests shall become active as of the date that it is received in Human Resources and shall remain so until December 31 following. In considering such part-time employees the criteria for selection in this Article shall apply. 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 of six (6) months may be extended a further six months on mutual agreement of the Union, employee and Hospital.

- (b) Temporary vacancies that are expected to exceed six (6) 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.

- 12:10 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.

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 The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.
- 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 as of October 16, 1989, provided that this provision will not apply to the Grand River Cancer Treatment 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 one (1) week 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.

14:02 **Bereavement**

- (a) An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to five (5) consecutive days off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral of a member of their immediate family. "Immediate family" means spouse, common-law spouse, partner of same sex, child or step-child and parents. Up to three (3) days shall be granted off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral for other members of their family including step-parents, 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.
- (b) Should additional time off be required for the purpose of travel and/or other matters related to the estate of the deceased a further 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 in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

14:04 **Union Leave**

Leave of absence for Union business shall be given without pay up to a maximum of 60 days per calendar year provided such leave does not interfere with the continuance of efficient operation of the Hospital.

Such leave shall be subject to the following conditions:

- (a) not more than six (6) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee 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 10% of wages fee to the CAW – Local 302 office for reimbursement of the amount stated;
- (e) an employee who is elected or appointed to office in the CAW - Local 302 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.

In-Service Programme

- (d) 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.

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 eighty-four percent (84%) 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 two-week 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 eighty-four percent (84%) of their normal weekly earnings during the first two week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that 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 eighty-four percent (84%) 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 two-week 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 ten (10) 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.

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 the initial eighteen (18) weeks from the commencement of the leave while an 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 eighteen (18) weeks 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 and each parent is eligible to take eighteen (18) weeks. 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 **Family**

Employees may be granted up to three (3) days of unpaid leave annually to attend to family matters. Such leave will not be included in determining an employee's absenteeism.

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.

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 work unit during unpaid meal periods will be paid at their regular straight time hourly rate.

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.

15:04 **Overtime**

Employees authorized to work in excess of seven and one-half (7 1/2) hours per day or in excess of an average of thirty-seven and one-half (37 1/2) hours per week over the scheduling period shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay.

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 **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
 - one weekend in three, notwithstanding, scheduled part-time employees must be available to work the weekends as per their scheduled line not to exceed every other weekend
 - 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)
 - to work two of three shifts subject to the departmental operating hours (i.e. days/evenings or days/nights)
 - 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. Employees will be deemed to be unavailable for all shifts during the posting period if no availability form is provided to the manager or designate. 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.
- (d) Schedules will be posted two weeks in advance for at least four (4) weeks.

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.

- (e) The posted schedule will be established based on the regular lines each employee has selected or been assigned and the known available shifts per pay period. The available shifts will be offered 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 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

- (f) Requests for exchange of shifts 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. 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) Employees will not be scheduled to work more than seven (7) consecutive days unless mutually agreed between the Hospital and the employee.
- (i) There shall be a minimum of fifteen (15) hours off between regularly scheduled shifts. Any time worked during the fifteen (15) 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:
- i) an employee agrees to work overtime or an additional shift outside their regularly scheduled shifts;
 - ii) an employee and their supervisor specifically agree to waive the premium for a single shift; or
 - iii) the Union and the Hospital specifically agree in writing to waive the premium for an ongoing schedule.
- (j) 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.

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.

- (k) 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.

15:08 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedures shall not be implemented until such a meeting has been held.

15:09 **Extended Tours**

Where the Hospital and the Union mutually agree to implement extended tours for a nursing unit or service department the parties shall meet to complete the following model agreement:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between The Grand River Hospital And CAW, Local 302

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 - Hours of Work

2:01 The normal or standard extended work day shall be ___ hours per day.

2:02 There shall be eleven (11) hours off between regularly scheduled shifts of work unless otherwise mutually agreed. The Hospital shall schedule an employee to be off for twenty-three (23) hours following a night shift when the employee's next shift is a day shift.

Article 3 - Overtime

3:01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2:01 of the Model Agreement or in excess of the normal or standard work week as set out in the Hours of Work Article of the collective agreement.

3:02 For purposes of overtime the hours of work shall be an average of 78.75 hours over a pay period, except for employees working the four (4) on, five (5) off model in which case they can work up to eight (8) eleven and a quarter (11.25) hour shifts in a pay period.

Article 4 - Rest Periods

4:01 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.

Article 5 - Meal Periods

5:01 The unpaid meal period shall be ____ minutes long.

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 work unit during unpaid meal periods will be paid at their regular straight time hourly rate.

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

6:01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the sick leave plan shall apply.

Article 7 - Paid Holidays

7:01 A full time employee who works on a paid holiday as outlined in the Paid Holidays Article will be entitled to a lieu day of 7.5 hours. All other provisions related to full time employees, unless otherwise specified, will be in accordance with the Paid Holidays Article.

Article 8 - Vacation

8:01 Any vacation entitlement as set out in the collective agreement will be converted to hours.

Article 9 - Term

9.01 Either party may, on written notice of 60 days to the other party, terminate this Agreement.

Dated this ____ day of _____, 20__.

For the Union:

For the Hospital:

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 \$2.10 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 of fifty (\$.50) 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 sixty cents (\$.60) 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 shall supply and launder uniforms for employees at the KW site working in Supply, Processing and Distribution, Housekeeping, Nutrition and Food Services, Hemodialysis/Assisted Care/Renal Clinic, Delivery, Operating Room, and the Environmental Services departments.
- (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 \$80.00 per calendar year.

17:02 **Footwear**

The Hospital will pay a safety footwear allowance of \$0.03 per hour paid to a maximum of forty-five dollars (\$45.00) 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

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

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | 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 If an 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 hourly rate for all hours worked on such holiday.

ARTICLE 19 - VACATIONS

19:01 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 24,150 hours worked	10% of earnings
After 43,125 hours worked	12% 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.

19:02

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered a leave of absence.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered a leave of absence.
- (c) The portion of the employee's vacation which is deemed to be a leave of absence under the above provisions will not be counted against the employee's vacation credits.

19:03 Where an employee's scheduled vacation is interrupted due to death in the employee's family, the period of such bereavement shall be set out in Article 14:02 (a) and the bereavement leave provisions will not be counted against the employee's vacation credits.

19:04 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due him at the time of his termination as provided herein.

19:05 The time of vacation for each employee each year will be mutually arranged between the employee and the Hospital, provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. 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, unless otherwise mutually agreed upon between the employee and the Hospital.

ARTICLE 20 - HEALTH AND WELFARE

20:01 **Percentage in Lieu**

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 regular straight time hourly rate.

20:02 (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 Hospitals of Ontario Pension Plan (HOOPP) as amended by the integration thereof with the Canada Pension Plan.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY

21:01 The Hospital shall pay the full cost of any medical certificate required of an employee.

ARTICLE 22 - COMPENSATION

22:01 For the purpose of calculating any benefits under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective 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.

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 - RETIREMENT

24:01 An employee shall retire and cease employment on the first (1st) day of the month following the month after which the employee attains the age of sixty-five (65) years.

ARTICLE 25 - DURATION

25:01 This Agreement shall continue in effect until March 31, 2003 and thereafter from year to year unless either party gives the other party written notice of their desire to amend the agreement.

25:02 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 _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW, Local 302

Re: Violence Against Women

The parties hereby recognize and share the concern that women uniquely 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), a women 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 _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW - Local 302

Re: Call-In Process

The parties have agreed to the following guidelines to be utilized to call employees to work.

When an employee is called for an available shift and the call is answered by an answering machine or pager service the Hospital will wait the specified time period set out below. It is understood that in the event that the call is answered by a pager service the employee will be given five minutes to return the call.

Shifts commencing within one hour:

The first employee eligible to be called for the shift will be given five minutes to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than one hour but less than 24 hours:

The first employee eligible to be called for the shift will be given 15 minutes to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than 24 hours but less than 56 hours:

The first employee eligible to be called for the shift will be given one hour to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than 56 hours:

The first employee eligible to be called for the shift will be given 24 hours to respond before the Hospital proceeds down the availability list.

The person placing the call will state the time and date of the call.

DATED this _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW, Local 302

Re: Paid Union Leave – Part-time Clerical

The Hospital agrees to provide a total of three (3) hours per week 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. Such time will be considered as time worked and paid accordingly.

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 Hospital agrees to provide an office at both sites for the use of CAW representatives within 90 days of ratification. During the next few years it is understood that the location of the offices may change from time to time due to construction needs.

DATED this _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW, Local 302

Re: Seasonal Closures

The Parties agree that seasonal closures will be discussed within the Labour Management forum in advance of the planned closure.

All affected employees who do not wish to schedule vacation or request an unpaid leave of absence or lieu time may request access to available work on other units.

Affected employees will advise their Manager, who in turn will forward their names to Human Resources for distribution to the other Departments.

Additional hours within the Hospital will be offered to the affected employees who are qualified to do the available work during the shutdown period. Such placements will be based on seniority and individual availability.

The Parties agree that this process does not impact on normal daily scheduling practices i.e. short notice call-ins.

DATED this _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW, Local 302

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.

An Accommodation Committee will be established and will be utilized for the purposes of dealing with issues relating to accommodated workers. It is understood that:

- 1) A search for a suitable position will be undertaken within the employee's current bargaining unit;
- 2) The initial vacancy within the Clerical bargaining unit will be posted and filled in accordance with the Collective Agreement;
- 3) Following the initial posting, subsequent vacancies can be utilized for accommodating disabled employees;
- 4) 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 _____ day of _____, 2001.

FOR THE HOSPITAL

FOR THE UNION

Letter of Understanding

Between

Grand River Hospital
And
CAW, Local 302

Re: Arbitrators

The Parties mutually agree to utilize the following roster of arbitrators in rotation in accordance with Article 9:10 - Arbitration Procedure:

Tim Armstrong

Gail Brent

Loretta Mikus

Mary Lou Tims

DATED this _____ day of _____, 2000.

FOR THE HOSPITAL

FOR THE UNION

**GRAND RIVER HOSPITAL
CAW SCHEDULE "A" – OFFICE & CLERICAL**

LEVEL	TITLE	START	STEP 1	STEP 2	STEP 3	EFFECTIVE DATE
9	Not In Use	19.0079	19.4831	19.9701	20.4695	31-Mar-00
		19.4079	19.8831	20.3701	20.8695	01-Apr-00
		19.8079	20.2831	20.7701	21.2695	01-Apr-01
		20.3229	20.8105	21.3101	21.8225	01-Apr-02
8	Not In Use	18.1890	18.6438	19.1098	19.5876	31-Mar-00
		18.5890	19.0438	19.5098	19.9876	01-Apr-00
		18.9890	19.4438	19.9098	20.3876	01-Apr-01
		19.4827	19.9493	20.4275	20.9177	01-Apr-02
7	Sr Payroll Clerk	17.4054	17.8405	18.2866	18.7438	31-Mar-00
	Dietetic Technician	17.8054	18.2405	18.6866	19.1438	01-Apr-00
	Sr Transcriptionist	18.2054	18.6405	19.0866	19.5438	01-Apr-01
	Systems Coordinator - Materials Management	18.6787	19.1252	19.5829	20.0519	01-Apr-02
	Sr Secretary 2					
6	Librarian	16.6556	17.0720	17.4988	17.9363	31-Mar-00
	Scheduler - OR	17.0556	17.4720	17.8988	18.3363	01-Apr-00
	Administrative Secretary 6	17.4556	17.8720	18.2988	18.7363	01-Apr-01
	Sr Secretary 1	17.9094	18.3367	18.7746	19.2234	01-Apr-02
	Health Records Technician - Coder					
	Scheduler - Staffing					
	Clinical Secretary 6					
5	Health Records Technician	15.9381	16.3365	16.7449	17.1635	31-Mar-00
	Department Secretary 5	16.3381	16.7365	17.1449	17.5635	01-Apr-00
	Transcriptionist - Health Records	16.7381	17.1365	17.5449	17.9635	01-Apr-01
	Clinical Secretary 5	17.1733	17.5820	18.0011	18.4306	01-Apr-02
4	Registration Clerk 4	15.2514	15.6328	16.0235	16.4241	31-Mar-00
	Preferred Accommodation Clerk	15.6514	16.0328	16.4235	16.8241	01-Apr-00
	Payroll Clerk	16.0514	16.4328	16.8235	17.2241	01-Apr-01
	Clinical Secretary 4	16.4687	16.8601	17.2609	17.6719	01-Apr-02

	Department Secretary 4					
	Accounts Clerk 4					
	Materials Management Clerk					
	Transcriptionist - Special Testing					
3	Materials Management Clerk	14.5944	14.9593	15.3332	15.7166	31-Mar-00
	Accounts Clerk 3	14.9944	15.3593	15.7332	16.1166	01-Apr-00
	Cashier	15.3944	15.7593	16.1332	16.5166	01-Apr-01
	Receptionist	15.7947	16.1690	16.5527	16.9460	01-Apr-02
	Switchboard Operator					
	Purchasing Clerk					
	Clinical Secretary 3					
	Department Secretary 3					
2	Department Secretary 2	13.9657	14.3148	14.6727	15.0395	31-Mar-00
	Registration Clerk 2	14.3657	14.7148	15.0727	15.4395	01-Apr-00
	Data Entry Clerk	14.7657	15.1148	15.4727	15.8395	01-Apr-01
	Medical Imaging Clerk	15.1496	15.5078	15.8750	16.2513	01-Apr-02
	Accounts Clerk 2					
1	Health Records Clerk	13.3640	13.6981	14.0406	14.3916	31-Mar-00
	Tube Room Clerk	13.7640	14.0981	14.4406	14.7916	01-Apr-00
		14.1640	14.4981	14.8406	15.1916	01-Apr-01
		14.5323	14.8751	15.2265	15.5866	01-Apr-02