

# **COLLECTIVE AGREEMENT**

**Between**

**ERIE SHORES HEALTHCARE**

**and**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2044**  
(hereinafter called the "UNION")

**DURATION: September 29, 2024 to September 28, 2026**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between Erie Shores Healthcare, its employees and the Union, and to recognize the mutual value of joint discussions and negotiations.

## **ARTICLE 2 - RECOGNITION**

- 2.01 Erie Shores Healthcare recognizes the Union as the bargaining agent for all its office and clerical employees, including employees employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, save and except Office Manager, Payroll Clerk, Confidential Secretary/Personnel, Secretary to the Director of Nursing and Secretary to the Executive Director. The above bargaining unit description is to be read and interpreted subject to the terms of the decisions of the Ontario Labour Relations Board dated the 24th day of September, 1976.

### 2.02 Grant Employees

The Union agrees that Erie Shores Healthcare may hire Grant Employees to accommodate term certain appointments, where funding is only assured, for a definite period of time by Federal, Provincial or Municipal Government Grant Programs.

Erie Shores Healthcare agrees that any such employee shall not fill a position normally held by a member of the bargaining unit nor cause the layoff of or reduce the hours of work of any employee.

The only provision in this Agreement that applies to Grant Employees is this sub-article.

### 2.03 Work of the Bargaining Unit

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

- 2.04 No employee shall be required or permitted to make any written or verbal agreement with Erie Shores Healthcare or its representatives which may conflict with the terms of this Collective Agreement.

- 2.05 Subject to Article 2.07 below, Erie Shores Healthcare shall not contract out any

work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employee results from such contracting out.

- 2.06 The parties agree that in the event of new positions, sections and/or departments being created within the scope of this Agreement under the authority of Erie Shores Healthcare, the bargaining rights for the affected employees will be the subject of discussions and negotiation to determine the appropriate local Union jurisdiction. Erie Shores Healthcare further consents and agrees to negotiate with the Union, or any authorized Committees concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.07 Notwithstanding Article 2.05, Erie Shores Healthcare may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if Erie Shores Healthcare 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 Erie Shores Healthcare; and
  - (2) in doing so to stand, with respect to that work, in the place of Erie Shores Healthcare for the purposes of Erie Shores Healthcare's collective agreement with the Union, and to execute an agreement with the Union to that effect.

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

#### 2.08 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this Agreement, shall not be expanded **so as to result in the elimination of bargaining unit positions.**

Erie Shores Healthcare shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

### **ARTICLE 3 – ERIE SHORE HEALTHCARE'S RESPONSIBILITY**

In accordance with the Ontario *Labour Relations Act*, and the Ontario *Human Rights Code* as amended from time to time, Erie Shore Healthcare accepts the following responsibilities:

3.01 Erie Shores Healthcare agrees:

- a) not to interfere with the rights of its employees who fall within the scope of the Agreement to become or remain members of the Union, and there shall be no discrimination, interference, restraint or coercion by Erie Shores Healthcare or any of its representatives against employees because of Union membership;
- b) that during the term of this Agreement there shall be no lockout of employees;
- c) not to discriminate against any employee for any reason covered by the *Human Rights Code*.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of Erie Shores Healthcare to:

- a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge, and assign employees to shifts; to increase and decrease the working forces provided that a claim that an employee has been discharged or otherwise disciplined without just cause may be subject to the grievance procedure; and
- c) generally manage Erie Shores Healthcare at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of Erie Shores Healthcare's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of Erie Shores Healthcare; to determine the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of Erie Shores Healthcare patients, its employees and the public.

4.02 Erie Shores Healthcare agrees that these Management functions shall be executed in a manner consistent with the terms and intent of this Agreement.

## **ARTICLE 5 - UNION'S RESPONSIBILITY**

In accordance with the Ontario *Labour Relations Act*, and the Ontario *Human Rights Code*, as amended from time to time, the Union accepts the following responsibilities:

5.01 The Union agrees that:

- a) it shall not intimidate or coerce employees into membership in the Union;
- b) neither membership solicitation nor any other form of Union activity shall take place on the Erie Shores Healthcare premises or any location where work for Erie Shores Healthcare is being conducted save as expressly authorized by this Agreement;
- c) while this Agreement is in operation, there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the operations of Erie Shores Healthcare and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts;
- d) it shall not discriminate against any employee for any reason covered by the *Human Rights Code*.

5.02 The Union President, or in their absence a designate, shall be granted four (4) hours of paid leave on a monthly basis to fulfil the duties of the position, including attend scheduled meetings between the Employer and employees or the Employer and the Union, as required. Such time shall be pre-approved by the employee's Manager, who shall only deny the request subject to operational considerations.

## **ARTICLE 6 - UNION SECURITY AND CHECK-OFF**

6.01 Erie Shores Healthcare shall deduct from each pay of each employee within the bargaining unit, an amount equivalent to the membership dues as are levied by the Union in accordance with its Constitution and By-Laws. It shall be a condition of remaining in the employment of Erie Shores Healthcare that all employees hired after the date of execution of this Agreement become and remain members in good standing of the Union. Each employee shall give such authorization to Erie Shores Healthcare to make such deductions in the following form.

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044

CHECK-OFF CARD

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ERIE SHORES HEALTHCARE shall deduct from each pay due to me for the duration of this Agreement and as a condition of my employment, a sum equivalent to the membership dues as certified by The Canadian Union of Public Employees and its Local 2044 and to pay the sum so deducted to a designated official of the said Union.

WITNESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

- 6.02 The amount of such dues shall be certified to Erie Shores Healthcare by an authorized officer of the Union.
- 6.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by Erie Shores Healthcare to the Union not later than the fifteenth (15th) day in the month following the month in which such dues were deducted.
- 6.04 The record referred to in Article 6.03 above shall include the names of the employees from whom deductions were made.
- 6.05 It is agreed that upon commencement of employment new employees shall be advised by a representative of Erie Shores Healthcare of the existence of the Union and of the conditions surrounding their employment, as contained within the Collective Agreement and any rules that may be formulated under its terms. Erie Shores Healthcare will provide the new employee with a copy of the current Collective Agreement at said meeting.
- 6.06 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, or other terminations of employment as they occur.

**ARTICLE 7 - UNION INTERVIEWS**

- 7.01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of twenty (20) minutes for the purpose of discussing with the new employee the benefit and duties of Union membership and his responsibilities and obligation to Erie Shores Healthcare and the Union. Management shall designate a place on Erie Shores Healthcare's premises for such interview and shall have the right to have an Erie Shores Healthcare representative attend any such interview if it so wishes. Erie Shores Healthcare agrees to notify the Union in writing of the names, addresses, email addresses and phone numbers of new employees, at the time

of hire.

## **ARTICLE 8 - REPRESENTATION**

- 8.01 No individual employee or group of employees shall undertake to represent the Union at meetings with Erie Shores Healthcare without proper authorization of the Union. In order that this may be carried out, the Union will supply Erie Shores Healthcare with the names of its officers; similarly, Erie Shores Healthcare will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 8.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with Erie Shores Healthcare. Such representatives shall have reasonable access to Erie Shores Healthcare premises upon reasonable notice in order to investigate and assist in the settlement of a grievance.
- 8.03 All correspondence between the parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Human Resources Office of Erie Shores Healthcare and the President of the Union, Local 2044, with a copy of pertinent correspondence sent to the Staff Representative of C.U.P.E. assigned to C.U.P.E. Local 2044.
- 8.04 The Employer will provide the Union with an office on site and with a lockable filing cabinet.

## **ARTICLE 9 - NEGOTIATING COMMITTEE AND STEWARDS**

- 9.01 Erie Shores Healthcare acknowledges the right of the Union to elect or otherwise select a representative from full-time employees and a representative from part-time employees from the Bargaining Unit and who, with the President of the Union, Local 2044 and with a Staff Representative of the Union will comprise a Negotiating Committee. Erie Shores Healthcare will recognize and deal with said Committee with respect to any matter which properly arises for its consideration.
- 9.02 Erie Shores Healthcare acknowledges the right of the Union to elect or otherwise select from the Bargaining Unit two (2) Stewards to assist employees in presenting their grievances to the representatives of Erie Shores Healthcare. The appointment of and recognition of the Stewards is conditional upon one being a full-time employee and one being a part-time employee of Erie Shores Healthcare. The Union acknowledges that the Stewards have regular duties to perform on behalf of Erie Shores Healthcare and that such persons will not leave their regular duties without the permission of their immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding such employees shall not suffer loss of pay while dealing with grievances or while negotiating the Agreement up to and including attendance at

meetings called by a Conciliation Officer of the Ministry of Labour but not while attending any Arbitration Board hearing. This does not apply to time spent on such matters outside the regular working hours.

- 9.03 The Union will inform Erie Shores Healthcare in writing of the names of the representatives and stewards and of any change in such offices.
- 9.04 There shall be a Labour-Management Committee comprised of (3) three representatives of Erie Shores Healthcare, and (3) three representatives of the Union. The number of representatives may be expanded by mutual agreement. The Committee shall meet monthly unless otherwise agreed.

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

The purpose of the Committee includes:

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

Erie Shores Healthcare agrees to pay for time spent during regular working hours for representatives for the Union attending such meetings.

#### **ARTICLE 10 - UNION NOTICES**

- 10.01 Erie Shores Healthcare agrees to provide a bulletin board in a mutually satisfactory location for posting notices of Union activities. Such notices shall not be removed by unauthorized personnel.
- 10.02 Such notices shall be submitted by a Steward to the office of of Human Resources for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on Erie Shores Healthcare's property except as herein provided.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 For the purposes of this Agreement, a grievance is defined as a difference arising

between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of their Steward. In the case of suspension or discharge, Erie Shores Healthcare shall notify the employee of this right in advance.

- 11.02 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 they have first given their immediate supervisor the opportunity to adjust their complaint. The grievor may have the assistance of a Union Steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within nine (9) calendar days, the grievance shall proceed in the following manner and sequence:

#### STEP 1

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to **their** immediate Supervisor.

The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and Erie Shores Healthcare may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The immediate Supervisor will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to the immediate Supervisor. Failing settlement or response, then:

#### STEP 2

Within nine (9) calendar days following the decision in Step 1, the grievance may be submitted in writing to the **Employee and Labour Relations Specialist or designate**. A meeting will then be held between the **Employee and Labour Relations Specialist or designate** and the Union within nine (9) calendar days of the submission of the grievance at Step #2 unless extended by agreement of the parties. It is understood and agreed that a Representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Employer may have available such counsel and assistance as they may desire at such meeting. The decision of Erie Shores Healthcare shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 11.03 A complaint or grievance arising directly between Erie Shores Healthcare and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 11.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the **Operations Manager** or **their** designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 11.05 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with Erie Shores Healthcare at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- confirming Erie Shores Healthcare's action in dismissing or suspending the employee; or
  - reinstating the employee with or without full compensation for the time lost; or
  - reducing or rescinding the suspension with full compensation for the time lost; or
  - by any other arrangement which may be deemed just and equitable.

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

- 11.06 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a

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

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

11.07 All agreements reached under the Grievance Procedure between the representatives of Erie Shores Healthcare and the representatives of the Union will be final and binding upon Erie Shores Healthcare and the Union and the employees.

11.08 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time propose a list of three (3) arbitrators. Within seven (7) calendar days thereafter the other party shall either agree to one of the three (3) proposed arbitrators or suggest three (3) alternative arbitrators. If the parties are unable to agree upon such arbitrator within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

11.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties agree otherwise.

11.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.11 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

11.12 The arbitral proceedings will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

11.13 Each of the parties hereto will share equally the fees and expenses, if any, of the arbitrator.

11.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour*

*Relations Act.*

11.15 Wherever arbitrator is referred to in the Agreement, the parties may mutually agree in writing to substitute an Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitrator shall appropriately apply.

11.16 Facilities for Grievances:

Erie Shores Healthcare shall supply the necessary facilities for the grievance meetings.

11.17 Disagreement On Decision:

In the event that either party disagrees with the decision, they may apply for judicial review.

11.18 Witnesses:

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employees concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to Erie Shores Healthcare premises and to have access to view working conditions which may be relevant to the settlement of the grievance.

11:19 Calendar days as referred to in this Article, shall exclude Saturdays, Sundays, holidays and an employee's scheduled days off.

**ARTICLE 12 - DISCHARGES, SUSPENSION AND DISCIPLINE**

12.01 Warnings:

Whenever Erie Shores Healthcare or its representative deems it necessary to give an employee a written disciplinary warning which is to become part of that employee's employment record, a Union Steward shall be notified before such written warning is given to the employee and the Steward or other Union representative shall be entitled to be present. The President of the Union will also be furnished with a copy of the warning.

12.02 Discharge Procedure:

An employee who has completed their probationary period as defined in Article 13.02, may be dismissed but only for just cause and only upon the authority of Erie Shores Healthcare. When an employee is discharged or suspended, they shall be given the reason for such discharge or suspension in writing.

12.03 Unjust Suspension Or Discharge:

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to seniority or compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

12.04 It is understood that the Union Representatives have the right to attend formal coach and counsel meetings at the request of a member of the Union or the Employer. Such requests will not be unreasonably denied.

12.05 a) All warnings, disciplinary and suspension notices shall be removed from an employee's file fifteen (15) consecutive months following receipt of such notice provided the employee has been discipline-free for a period of twelve (12) months. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

b) All employees shall be allowed to examine their personnel file, in the presence of an Erie Shores Healthcare representative, once in each Agreement year at a reasonable time and upon at least one week's written notice. In situations where such notice affects the timeliness of the grievance procedure, Erie Shores Healthcare will reduce the period of written notice to twenty-four (24) hours.

**ARTICLE 13 - SENIORITY**

13.01 For all purposes of job postings, **including vacation time selection and job postings**, both full-time and part-time employees' original hire date shall be used, provided that **for the latter**, the employee concerned has the competence and skill and ability necessary to perform the work required.

Seniority Defined:

Full-time will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire.

Part-time will accumulate seniority on the basis on one (1) year's seniority for each 1500 hours worked in the bargaining unit.

A part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period. The twelve (12) month period shall be from April 1<sup>st</sup> to March 31<sup>st</sup> of each year.

**The Union and the Employer will conduct a lottery when two (2) or more employees are hired on the same day.**

- 13.02 Until a new employee has completed a probationary period, which shall be fifty (50) days actually worked for a full-time employee and, for a part-time employee, three hundred and seventy-five (375) hours actually worked or twelve (12) months of continuous employment, whichever comes first, they shall be considered to be a probationary employee. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing from the date upon which their period of employment originated.

Temporary hires will be employed for a specific term not to exceed twelve (12) months in duration except in the case where an individual leave exceeds this and in that case only until the individual returns. Erie Shores Healthcare agrees to notify the employee and the Recording Secretary of the Union in writing of the term of the employment period. Extension to the original term will be mutually agreed upon by both parties.

Temporary employees hired by Erie Shores Healthcare under this Article shall not accumulate seniority, nor be members of the bargaining unit, but shall pay Union dues.

Employees hired to fill a temporary vacancy will not accrue seniority during the filling of such vacancy and will be released or discharged at the completion of the temporary vacancy and such discharge will not be subject of a grievance or arbitration. Temporary employees who are not discharged but rather are able to obtain a permanent job posting, will begin their seniority from the time of their temporary job posting date of hire.

- 13.03 An employee's seniority shall be cancelled and their employment shall be terminated for any of the following reasons:
- a) if the employee quits;
  - b) if the employee is discharged and the discharge is not reversed through the grievance procedure;
  - c) if the employee has been laid off and fails to return to work within five (5) working days after they have been notified by Erie Shores Healthcare to do so through registered mail addressed to the last address on the records of Erie Shores Healthcare;
  - d) if the employee is absent from work for more than three (3) consecutive working days without providing a reason satisfactory to Erie Shores Healthcare for such absence;

- e) if the employee does not return to work on the first working day after the expiration of their approved leave, unless a justifiable reason has been submitted to Erie Shores Healthcare;
- f) if the employee has been laid off for a period in excess of forty-eight (48) months without being recalled to work by Erie Shores Healthcare;
- g) if the employee retires.

#### 13.04 Transfers And Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, for up to a maximum period of twelve (12) months, their seniority in the bargaining unit shall continue to accrue. When the employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority, and qualifications as defined in Article 13.01. Such return shall not result in the layoff or bumping of an employee.

In the event that an employee remains in a position outside of the bargaining unit in excess of one (1) year, they will lose all seniority held at the time of the transfer. In the event the employee returns to a position in the bargaining unit after one (1) year, the employee's seniority will accrue from the date of their return to the bargaining unit.

The employee shall remain in the bargaining unit for a period of at least six (6) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

#### 13.05 Seniority List:

- (a) A seniority list shall be submitted to the Union and posted on the bulletin board in the months of **January** and **July** in each year.
- (b) **The seniority list posted in January shall be used for vacation selection purposes.**
- (c) **The most recently posted seniority list shall be used in awarding job postings where seniority is the determining factor.**

### **ARTICLE 14 - JOB POSTINGS AND TRANSFERS**

#### Temporary Vacancies:

14.01 Where a position is temporarily vacant, and it may reasonably be anticipated that

the position will be vacant for a period of four (4) weeks or less, the Employer will fill such vacancies at its discretion.

Where a position is temporarily vacant, and it may reasonably be anticipated that this position will be vacant for a period of more than **four (4) weeks**, the Employer will post the position as per Article 14.

All subsequent vacancies created as a result of filling a temporary vacancy will be first offered to qualified employees on lay off. An employee who is offered a secondary vacancy shall not be required to accept such recall and may instead remain on lay off.

#### Postings:

- 14.02 a) Erie Shores Healthcare shall post all vacancies and new jobs created, (except for temporary vacancies referred to above) on a bulletin Board where all employees may see them, and on Erie Shores Healthcare's website, and they shall remain posted for a period of seven (7) working days. All subsequent postings resulting from the initial posting will be posted for (3) three working days. Employees shall have the right to make application to fill such vacancies or new jobs. Once offered the position (by email and phone call), employees have **forty-eight (48) hours, excluding holidays**, to either accept or decline the position. Failure to respond within the allocated time frame will render the application void and the next candidate will be offered the position. Erie Shores Healthcare will **notify the Union of the successful candidate, provide the Union with the applicant log and** post the name of the successful applicant on a bulletin board within three (3) days of their decision.

Postings shall contain the following information: nature of the position, knowledge, qualifications, skills and hours of work.

- b) At the time of the posting, the Employer will seek only internal applicants. If there is no internal applicant that possesses the normal qualifications of the job, then the Employer can seek external candidates. **Once the job has been posted externally, the Employer may select whichever candidate it chooses even if an internal candidate later applies.**
- c) **For the purposes of the application of this provision, the first day of the posting shall be determined by the time of the posting. If the job is posted by noon on a given day, that shall count as day one. If it is posted after noon, the first day of the job posting shall be the following day.**
- 14.03 a) If more than one (1) employee in the bargaining unit has applied for a vacant position through the posting procedure, preference will be given to the

employee who has greater seniority, provided however, that in all cases the employee concerned has the qualifications as defined in Article 13.01, necessary to perform the work required in the new position.

Erie Shores Healthcare acknowledges that in assessing an employee's competence and skill to perform the work required, it will consider the employee's ability, education, training, experience and will make its decision based on those factors.

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period from the date they commence working in the position unless an opportunity arises which allows the employee to change their permanent status or shift.

- b) The successful applicant will move to the new position within four (4) full weeks of being notified that they have been awarded the posted position.
- c) Newly hired employees will not be considered for another position within six (6) months of being in the posted position unless provided for above.

Trial Period:

14.04 The successful applicant shall be allowed a trial period of up to twenty (20) working days, during which Erie Shores Healthcare will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by Erie Shores Healthcare to the position formerly occupied, without loss of seniority. **Erie Shores Healthcare shall then award the position to the next highest seniority applicant who applied for the position, who is qualified to do the job. If there are no other applicants, Erie Shores Healthcare will post the job externally.**

14.05 At the request of an employee, Erie Shores Healthcare agrees to give the unsuccessful applicant for a new job vacancy who has more seniority than the successful applicant, its reasons for such employee failing to qualify for such job vacancy.

- 14.06 a) Where an employee is the successful applicant to a lower rated classification, they shall move to the increment scale in the lower rated classification based on their length of service with Erie Shores Healthcare, as provided in Schedule "A".
- b) Where an employee is the successful applicant to a higher rated classification, they shall move to the increment on the scale of the posted position that is the next higher hourly rate when compared to the applicant's

hourly rate in the previous, just vacated position.

14.07 All initial and subsequent vacancies shall be posted as provided above and working days when referred to in this Article, shall exclude Saturdays, Sundays and paid holidays (as defined in Article 18.01).

Leave Replacements:

- 14.08 (i) Employees may be hired for a specific term not to exceed **twelve (12)** months, or in the case of pregnancy/parental leaves for the full period of such pregnancy/parental leave to replace an employee who will be on approved leave of absence, pregnancy/parental leave, vacation, absence due to W.S.I.B. disability, sick leave, long-term disability or any other clearly temporary reason. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Erie Shores Healthcare. The period of employment will not exceed the absent employee's leave. Neither the employee nor the Union may file a grievance or proceed to arbitration with respect to the release or discharge of such employee.
- (ii) Employees hired on the above basis will not accumulate seniority unless they are continuously employed for more than **twelve (12)** months, or in the case of pregnancy/parental leaves a period in excess of the period of the leave, in which case they will be credited with seniority back to date of hire.
- (iii) New employees hired under this Article shall receive wages and benefits in accordance with the provisions of this Collective Agreement and shall be entitled to apply for posted positions which are to be filled within four (4) weeks of the end of the specific term for which they are hired. Notwithstanding Article 14 of this Collective Agreement, employees hired under this Article who are awarded a posted position will be placed on probation and upon successful completion of same, will be credited with seniority back to the date of hire.
- (iv) Erie Shores Healthcare will outline to employees hired for a specific term, the circumstances giving rise to the vacancy and the special conditions relating to their employment and provide the Union with a copy of same.
- (v) If a part-time employee who has completed their probationary period is required to work full-time to take the place of an employee on vacation, or on a leave of absence for a specified period (in either case not exceeding **twelve (12)** months) or on pregnancy/parental leave, they shall retain their part-time classification.
- (vi) An employee who is performing a leave replacement of a lower rated job classification shall receive the pay they were receiving at the time of the transfer. An employee who is performing a leave replacement, replacing a higher rated job classification shall receive the next highest rate in the

classification which they are replacing as provided in Schedule "A".

Once the above provisions have been followed and no qualified union member has met the qualification under Article 13.01, Erie Shores Healthcare may recruit externally, and the successful applicant is subject to probationary period as defined in Article 13.02.

Portability of Service:

14.09 An employee hired by Erie Shores Healthcare with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by Erie Shores Healthcare. Any such claim shall be accompanied by verification of previous related experience. Erie Shores Healthcare shall then evaluate such experience during the probationary period following hiring. Where in the opinion of Erie Shores Healthcare such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

14.10 The Employer shall provide up to five (5) working days for orientation in the initial weeks on the job to the successful candidate. New employee(s) shall receive a ten (10) day training period.

**ARTICLE 15 - LAY-OFF**

15.01 Notice:

In the event of a proposed layoff at Erie Shores Healthcare of a permanent or long-term nature or the elimination of a position within the bargaining unit, Erie Shores Healthcare shall:

- i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than six (6) 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 provided in (ii) above shall be considered notice of any subsequent layoff.

15.02 Redeployment Committee:

A Redeployment Committee will be established not later than two (2) weeks after the

notice referred to in Article 15.01(a) and will meet thereafter as frequently as is necessary.

a) Committee Mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by Erie Shores Healthcare which could be performed by bargaining unit employees who are or would otherwise be laid-off.
- 2) Identify vacant positions in Erie Shores Healthcare or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - a) within the bargaining unit; or
  - b) not covered by a collective agreement.
- 3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- 4) Subject to Article 13.01, Erie Shores Healthcare will offer vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job. If the vacant jobs are not accepted by the member, they shall have the options outlined in Article 15.03. The lowest seniority members will be awarded the vacancy in order to avoid a layoff.
- 5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

b) Committee Composition:

The Redeployment Committee shall be comprised of equal numbers of representatives of Erie Shores Healthcare and of the Union. The number of representatives will be determined by the parties. Where there is another Erie Shores Healthcare-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such Erie Shores Healthcare-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of

its bargaining unit members at Erie Shores Healthcare in relation to other staff groups.

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

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

c) Disclosure:

Erie Shores Healthcare shall provide to the Redeployment Committee all pertinent staffing and financial information.

d) Alternatives:

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

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to **Ontario Health at Home** or to the Ministry of Health, Erie Shores Healthcare shall provide a copy, together with accompanying documentation, to the Union.

15.03 Layoff and Recall:

An employee in receipt of notice of layoff pursuant to Article 15.01 may:

- a) accept the layoff; or
- b) opt to receive a separation allowance as outlined in Article 15.05; or
- c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as provided in Article 15.07; or
- d) displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall

be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.01(ii).

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise Erie Shores Healthcare of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

- e) A laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation and training for a total of **ten (10)** days.
- f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job with orientation and training for a total of **ten (10)** days, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 16.02, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- h) No full-time employee within the bargaining unit shall be laid off by reason of their duties assigned to one or more part-time employees.
- i) In the event of a lay-off of an employee, Erie Shores Healthcare shall pay its share of insured benefits premiums for the duration of the six **(6)** month notice period provided in Article 15.01.
- j) Erie Shores Healthcare shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with Erie Shores Healthcare (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with Erie Shores Healthcare.
- k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, Erie Shores Healthcare shall not act in an arbitrary or unfair manner.

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

Clarity: The Employer will hold all permanent job postings during the notice period for the purpose of consideration during the Redeployment Committee Meetings.

- n) Erie Shores Healthcare agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via job posting procedure, an employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

#### 15.04 Benefits on Layoff:

In the event of a layoff of an employee, Erie Shores Healthcare shall pay its share of insured benefits premiums for the duration of the six (6) month notice period provided for in Article 15.01(a).

In the event of a layoff of an employee, Erie Shores Healthcare shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefits for up to six (6) months, after the above seven months has expired. Such payment can be made through the Payroll Office of Erie Shores Healthcare provided that the employee informs Erie Shores Healthcare of their intent to do so at the time of the lay-off, and arranges with Erie Shores Healthcare the appropriate payment schedule.

#### 15.05 Separation Allowances:

- a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 15.01(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 15.01(a) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250) dollars.

15.06 Retraining for Positions within Erie Shores Healthcare:

- a) Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to an Erie Shores Healthcare position identified by the Redeployment Committee in accordance with Article 15.01 (b)(i):
  - (i) Opportunities to fill vacant positions identified by Erie Shores Healthcare Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by Erie Shores Healthcare in its discretion.
  - (ii) Erie Shores Healthcare and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of any Federal or Provincial retraining program to cover the cost of wages, tuition, books and any travel.
  - (iii) Apart from any on-the-job training offered by Erie Shores Healthcare, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
  - (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within Erie Shores Healthcare will continue to receive insured benefits.

(b) Placement:

Upon successful completion of their training period, Erie Shores Healthcare and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Article 15.06 (a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

#### 15.07 Retirement Option

Prior to issuing notice of layoff pursuant to Article 15.01(a) in any classification(s), assuming that the layoffs will result in an overall reduction in the workforce, Erie Shores Healthcare will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 15.01(a)(ii).

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

#### 15.08 Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices Erie Shores Healthcare will offer a voluntary early exit option in accordance with the following conditions provided that the layoffs will result in an overall reduction in the workforce:

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

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

#### 15.09 Changes to Methods of Operation

Erie Shores Healthcare undertakes to notify the Union in advance, so far as practicable, of any technological changes which Erie Shores Healthcare has decided to introduce which will significantly change the status of employees within the bargaining unit.

Erie Shores Healthcare 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 effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

#### 15.10 Transformation in Health Care

##### a) Seniority Recognition

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

b) Right to Return on Transfer

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

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

If they are the successful applicant, they will return to the employ of Erie Shores Healthcare with seniority accrued, and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the *Labour Relations Act*, or to a transfer pursuant to the *Public Sector Labour Relations Transition Act*.

**ARTICLE 16 - HOURS OF WORK AND SHIFT WORK**

16.01 Nothing contained in this Agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.

16.02 The normal average of weekly hours of work shall be thirty-seven and one-half (37 1/2) hours (exclusive of a daily one-half (1/2) hour lunch period) and shall be worked in accordance with shift schedules as determined by Erie Shores Healthcare. The normal working hours per shift shall be seven and one-half (7 1/2) hours (exclusive of a thirty (30) minute lunch period).

16.03 There shall be a fifteen (15) minute rest period during each half of a full shift worked at a time designated by Erie Shores Healthcare.

16.04 It is understood that employees shall not be required to take time off in regular hours to equalize any authorized overtime worked. However, Erie Shores Healthcare will consider requests for time off equal to one and one-half (1 1/2) times the authorized overtime hours worked subject to the following provisions.

- a) accumulation shall not exceed **seventy-five (75)** hours. All additional hours over **seventy-five (75)** hours will be paid out at the applicable rate. All banks will be depleted as of March 31<sup>st</sup> of any given year payable by separate deposit;

- b) the time off must be taken within the fiscal year and at a time mutually agreeable;
- c) when no mutually agreeable date can be arrived at, Erie Shores Healthcare may determine the days on which the employee is to take the time owing or arrange for payment for the overtime worked.

16.05 Working Schedule:

- a) The hours and days of work of each employee required to work shifts or intermittent hours shall be entered on a work schedule which shall be posted in an appropriate place at least two (2) weeks in advance of the date when such schedule commences. Schedules shall consist of (4) weeks. There shall be no change to such schedule after being posted unless by mutual agreement of Erie Shores Healthcare and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of Erie Shores Healthcare.

Where possible, requests for a shift exchange should be submitted in writing forty-eight (48) hours in advance, and co-signed by the employee willing to exchange shifts or days off. In any event it is understood that any change in schedule initiated by the employee and approved by the Employer, shall not result in overtime compensation payment.

In the event that a part-time employee's schedule must be changed, the Employer will give employees forty-eight (48) hours notice of a change in their posted work schedule. If less than forty-eight (48) hours notice is given, the employee will be paid at the rate of one- and one-half (1 ½) times their straight time hourly rate for all hours worked on the shift that was changed.

- b) All employees shall be provided with sixteen (16) hours off between shifts. In the event the Employer fails to schedule sixteen (16) consecutive hours off, any employee affected will in such an event be paid overtime pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off. Provisions of this Article shall not apply if the employee does not have sixteen (16) consecutive hours of work off due to a request to work from the employee, the employee voluntarily accepting to work an additional shift or in the case of a declared emergency/pandemic.
  - (i) All full-time employees will be given preference for shift scheduling on the basis of seniority.
  - (ii) Full-time employees will indicate their scheduling preference as to days/evenings or days/nights.

- (iii) Any full-time employee who wishes to rotate all three (3) shifts must put their request in writing to Erie Shores Healthcare.

#### Standby and Call-In

- c) An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for all hours on standby.

Where such standby duty falls on a paid holiday, as set out in Article 18, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.

When an employee who is on "Standby" is called to work, the employee will be guaranteed a minimum of four (4) hours' pay at their regular rate of pay or at the appropriate overtime rate if applicable.

The standby premium is not payable during "Call in hours".

- d) Once part-time employees on the Unit have received their scheduled shifts, Erie Shores Healthcare will offer additional shifts to part-time employees on the Unit on the basis of seniority in rotation, prior to offering shifts to employees outside of the Unit.

Part-time employees willing to receive shifts off the Unit shall be subject to the following:

- (i) Part-time employees may submit their availability to work additional shifts on other units for which they have the shifts;
- (ii) A shift will be deemed to be offered whenever a call is placed.

When overtime is deemed, there being no other employee at straight time, the overtime shall be offered within the Unit first according to the integrated full-time/part-time seniority in rotation.

**Notwithstanding the above, if the next employee who is to be called in will be in a position of attracting premium pay for the sixth (6<sup>th</sup>) and all subsequent shifts as per Article 16.15, Erie Shores Healthcare shall bypass this employee for call-in, putting this employee at the bottom of the call-in list. Should no other employee then accept the shift, Erie Shores Healthcare shall call this employee, who shall then receive all entitlements as per Article 16.15. For clarity, this clause shall not apply where an employee is entitled to one (1) shift attracting premium pay.**

e) Call In Process

- i) With respect to the call-in process, for shifts that require replacement within the same day or for the following day, employees will be allotted ten (10) minutes within which to call or text back. Following this or if no response is received, the employee with the next highest seniority will be called.
- ii) For shifts that are at least two (2) days away that require replacement, employees will be allotted one (1) hour within which to call or text back. Following this or if no response is received, the employee with the next highest seniority will be called.

16.06 Minimum Hours:

- a) When a full-time or part-time employee is called in to work by the Employer outside the employee's regular working hours, the employee will be guaranteed a minimum of four (4) hours' pay at their regular rate of pay, or at the appropriate overtime rate if applicable.
- b) An employee who reports for work at the commencement of their scheduled shift will be guaranteed a minimum of four (4) hours' work or four (4) hours' pay at their regular rate; provided however that this minimum guarantee does not apply to:
  - (i) a part-time employee who works less than four (4) hours per shift,
  - (ii) in case of labour dispute,
  - (iii) where failure to furnish work is due to conditions beyond the control of the Employer, or
  - (iv) where a part-time employee leaves early due to illness.

16.07 Part-time employees are expected to work the shifts as scheduled unless they have advised their supervisor of their intent prior to the posting of such schedule; once the posting is complete, they have the option of changing with another employee and with the permission of the supervisor at no expense to the Employer.

16.08 Shift Premium:

Erie Shores Healthcare agrees to pay employees a shift premium of two dollars and **ninety-eight cents (\$2.98)** per hour for hours worked between 1500 hours and 2300 hours (evening premium) and a shift premium of two dollars and **ninety-eight cents (\$2.98)** for hours worked between 2300 hours and 0700 (night shift).

Erie Shores Healthcare agrees to pay employees a shift premium of **one dollar (\$1.00)** for all hours spent training employees and/or post-secondary students.

16.09 Weekend Premium:

Erie Shores Healthcare agrees to pay employees a weekend premium of **three dollars and fourteen cents (\$3.14)** per hours worked between 2300 hours Friday and 2300 hours Sunday.

16.10 Temporary Transfer:

- (a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid in the higher salary range immediately above their current rate for all hours worked in the higher paying position.
- b) Where Erie Shores Healthcare temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.
- c) Where an employee is assigned temporarily to perform duties and assume responsibilities of a lower paying position in the bargaining unit, the employee shall be paid at their regular rate of pay in the job classification that the employee holds.
- d) No employee shall be assigned to a classification outside the bargaining unit for a period in excess of four (4) weeks, without the employee's consent. Employees temporarily assigned to carry out non-bargaining unit duties will continue to be covered by the Collective Agreement during such assignment.

16.11 Weekends Off:

It is understood that full-time employees in the bargaining unit will receive a minimum of every other weekend off, except in cases beyond the control of Erie Shores Healthcare, when Erie Shores Healthcare may, if absolutely necessary, schedule full-time employees to work two **(2)** weekends out of a four **(4)** week period, which will not exceed a four **(4)** week work schedule.

In an effort to have more equitable distribution of weekend shifts between Employees, a schedule, which will not affect the working hours of any full-time Employee, may be proposed by an area or group. If the Employer agrees that the schedule meets operational requirements, a vote will be held by the affected Employees to determine interest in working the newly proposed schedule. If the

vote is successful, a trial period of six (6) months will begin on the first day of the new schedule. At the end of the six (6) month trial period, another vote will occur amongst the same affected Employees. If the vote is successful again, the new schedule will be permanent until such time that another schedule is proposed and voted on. If any vote is unsuccessful, the schedule will revert back to the previously worked schedule.

- 16.12 For purposes of changeover from daylight savings to standard time and vice versa, Erie Shores Healthcare agrees to pay employees for actual hours worked at straight time.
- 16.13 Erie Shores Healthcare may require employees from time to time to attend in-house education session, re-training, updates in training. These sessions shall be provided during regular working hours at straight time rate. In the event that these sessions are provided or extended outside of the regular working hours, employees shall be paid at the prevailing overtime rate.
- 16.14 Full-time Employees are scheduled to work every other weekend. Part-time employees shall be scheduled to work weekends as follows:
- (a) If scheduling permits, part-time employees will be scheduled to work every other weekend.
  - (b) If a part-time employee is scheduled to work two (2) weekends in a row, they will be given the third weekend off.
  - (c) In the event the part-time employee is subsequently required to work on the third weekend, this time worked shall be paid at overtime.
- 16.15 An employee will not be required to work more than five (5) consecutive days unless it is
- (i) at the employee's request, or
  - (ii) to accommodate a change of shift, or
  - (iii) such employee has requested weekend work.

Premium pay will be paid for all hours worked on the sixth and subsequent consecutive shifts.

- 16.16 At the time the schedule is posted, hours will be equalized as closely as possible among all regular part-time employees within a classification covering the four (4) week period. In addition, the Employer will endeavour to distribute day, afternoon, and night shifts equitably between part-time employees.

- 16.17 Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting, if possible. The request will not be unreasonably denied.
- 16.18 The master schedule as developed by the Employer and employees and presently in effect will be utilized. Any changes will be mutually agreed upon provided with no less than four (4) weeks' notice except in the event of reasons beyond the control of Erie Shores Healthcare.
- 16.19 The Union and Erie Shores Healthcare shall meet for the purpose of Christmas schedules. This meeting shall take place in the month of **November at the Labour/Management Meeting** between Union representatives and Erie Shores Healthcare representatives responsible for preparing the schedules. **The date for the meeting will be set at the September Labour/Management Meeting.**
- 16.20 Full-time employees in the position of Registration and Emergency Clerk must work a minimum of two (2) shifts in each Department in each pay period except when they are scheduled on their two (2) weeks of night shifts.**

#### **ARTICLE 17 - OVERTIME**

- 17.01 Any authorized time worked by an employee in addition to working seventy-five (75) hours in any one pay period or seven and one half (7.5) hours in any one (1) day (exclusive of thirty (30) minute daily lunch period,) shall be paid for at time and one-half the employee's basic straight time hourly rate of pay.
- 17.02 Sharing of Overtime:
- (a) Insofar as it is practicable to do so, overtime and call back time shall be divided equally among those employees performing the work and who are willing and qualified to perform the work that is available. Preference will be given to part-time staff of the department involved so that the work can be performed without the involvement of premium pay.
  - (b) Should the Employer require OT on a non-voluntary basis, OT will be assigned equally among those qualified to perform the work with the least seniority first and on a rotational basis.
- 17.03 An employee required to work two (2) hours or more in any day in addition to their regular seven and one-half (7 1/2) hour shift shall be supplied with a cash allowance of **nine (\$9.00)** dollars.
- 17.04 Once the call in process has commenced the determination to replace the call shall follow the call in protocol to include premium pay.
- 17.05 When there is a need to mandate an employee to remain at work due to lack of a response to a call out for an available shift, the most junior employee **from the**

**department** on shift will be required to work the shift and will be paid at a rate of time and a half. **This will occur on a rotating basis for the affected employee who is being mandated (in accordance with the mandate list).** In the event that the employee **who was mandated** is scheduled to work the following day and does not wish to work, the Employer shall make arrangements for that employee to be off.

17.06 In the event that an employee is called back to work pursuant to Article 17.02(a), they will be paid at a rate of double (2) time for all hours worked.

## **ARTICLE 18 - PAID HOLIDAYS**

18.01 The following holidays will be recognized by Erie Shores Healthcare as paid holidays for full-time employees:

New Year's Day	Christmas Day
Dominion Day	Victoria Day
Thanksgiving Day	Labour Day
Good Friday	Remembrance Day
Civic Holiday	Boxing Day
Family Day	Float Day (taken after July 2 <sup>nd</sup> )

After three **(3)** months of continuous service, each full-time employee in the bargaining unit shall receive one (1) floating holiday (which are not premium days) without loss of or deduction from regular earnings. In selecting such floating holidays, consideration will be given to the wishes of the employee, but Erie Shores Healthcare's decision will govern.

An employee must be classified as full-time and be on the payroll as of July 2<sup>nd</sup> to qualify for the floating paid holiday. The one floating holiday will be compensated at regular wages and taken any time after July 2<sup>nd</sup>.

In the event that during the term of this Agreement, an additional paid holiday is proclaimed by the Federal or Provincial Government, such proclaimed day will be substituted in lieu of one of the floating holidays referred to above.

18.02 If a full-time employee is scheduled to work on one of the paid holidays listed above and actually works, they shall be paid at the rate of one and one-half (1 1/2) time for work performed on such holiday, and in addition receive a lieu day with regular pay.

A full-time employee will not receive pay for a paid holiday not worked unless they have worked their last scheduled work day prior to such holiday and their next scheduled work day following such holiday or unless they provide the medical certification, on Erie Shores Healthcare's standardized form (as agreed to by the parties) or such other medical certificate which provides Erie Shores Healthcare

with at least the equivalent information that they were unable to work on either or both of such days because of illness.

18.03 Holiday Observed While On Vacation:

If a paid holiday falls or is observed during a full-time employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time with pay. Such additional day will be added to the vacation period in which the paid holiday occurred or will be taken at a time mutually agreeable to Erie Shores Healthcare and the employee, within that fiscal year.

If a part-time employee is scheduled to work on one of the paid holidays listed above and actually works, they shall be paid at the rate of one and one-half (1 ½) time for work performed on such holiday.

18.04 Holidays Falling On Weekend:

With respect to full-time employees, when any of the paid holidays listed above falls on a Saturday or Sunday but is proclaimed by the Federal or Provincial Government as being observed on some other day, that proclaimed day shall be deemed to be a holiday for the purposes of this Agreement instead of the day upon which the holiday actually falls.

18.05 When a department is open continuously through Christmas and New Year's, Erie Shores Healthcare shall endeavour to schedule, in order of seniority, five (5) consecutive days off at either Christmas to include December 24, 25 and 26 or at New Year's to include December 31 and January 1, on a rotating annual basis. Where it is possible to give both Christmas and New Year's off, it will be according to seniority

18.06 If an employee is scheduled to work the weekend of a paid holiday, they shall be scheduled to work the paid holiday if the paid holiday falls on a Monday or Friday coinciding as scheduling permits.

If the employee is not scheduled to work on the paid holiday, they shall be scheduled off the paid holiday if the paid holiday falls on Monday or Friday coinciding as scheduling permits.

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

18.07 Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

## ARTICLE 19 - VACATIONS

### 19.01 Calculating Vacations:

For the purpose of calculating vacation, eligibility and entitlement, the employees of Erie Shores Healthcare will have their vacation entitlement determined on the basis of length of continuous service as of March 31st in any year. Continuous service shall mean unbroken employment and shall include:

- a) vacation and holidays;
- b) scheduled days off;
- c) approved leave of absence for Union business for one (1) month or less;
- d) lay-offs for a period up to one (1) year;
- e) absence because of illness or injury for a period up to eighteen (18) months and for a period of up to thirty (30) months in the case of compensable injury covered by Workplace Safety and Insurance Board;
- f) approved leaves of absence as per the *Employment Standards Act*.

### 19.02 Vacation Entitlement For Less than One Year's Seniority:

An employee who has completed less than one (1) year of continuous service with Erie Shores Healthcare as of March 31st in any year shall receive the same proportion of two (2) weeks' vacation as their period of continuous service bears to one (1) year of continuous service.

### 19.03 Vacation Entitlement for More than One Year's Seniority

As of March 31, an employee who has completed one (1) year of continuous service with Erie Shores Healthcare shall receive two (2) weeks' vacation with pay.

As of March 31, an employee who has completed two (2) years of continuous service with Erie Shores Healthcare shall receive three (3) weeks' vacation with pay.

As of March 31, an employee who has completed five (5) years of continuous service with Erie Shores Healthcare shall receive four (4) weeks' vacation with pay.

As of March 31, an employee who has completed twelve (12) years of continuous service with Erie Shores Healthcare shall receive five (5) weeks' vacation with pay.

As of March 31, an employee who has completed twenty (20) years of continuous service with Erie Shores Healthcare shall receive six (6) weeks' vacation with pay.

As of March 31, an employee who has completed twenty-five (25) years of continuous service shall receive seven (7) weeks' vacation with pay.

- 19.04 Vacation time shall be granted to all employees who submit their written requests to their manager by March 31<sup>st</sup> of each year. Vacation shall be granted on the basis of seniority.

Any vacation requests submitted on or after April 1<sup>st</sup> of each year shall be granted on a first come first served basis.

Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of Erie Shores Healthcare, employees shall be granted vacation periods requested in accordance with their classification. Employees shall be entitled to take their vacation in a manner suitable to the employee, including the ability to take a maximum of five (5) days as single day increments upon approval by the Manager at the time of the request. Such request shall not be unreasonably withheld.

During prime time, vacation shall be taken in blocks of three (3) weeks or less. Prime time is defined as the commencing the week of Canada Day and ending the week of Labour Day in any year. A week is defined as Monday to Sunday.

- 19.05 If an employee is absent because of any injury for which they are receiving W.S.I.B, vacation credits shall continue to accrue for the month during which the accident occurred and for the months following.
- 19.06 Vacation can be taken between Christmas and New Year's and March break but granting of the request will be dependent on maintaining adequate staffing levels during these peak times.

19.07 Work During Vacation

An employee who has commenced their scheduled vacation and agrees upon request by Erie Shores Healthcare to return to perform work during the vacation period shall be paid at the rate of one and one-half (1 -1 /2) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

19.08 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the

period of such illness shall be considered sick leave.

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

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

#### 19.09 Part-Time Vacation Entitlement

- (a) Part-Time employees shall be entitled to vacation with pay based upon years of service (based on 1500 hours of service equals one year of service) with the Employer on all wages earned.

Less than 2 years	4%
After 2 years of service	6%
After 5 years of service	8%
After 12 years of service	10%
After 20 years of service	12%
After 28 years of service	14%

- (b) **Part-time employees shall be entitled to vacation time off equivalent to the vacation entitlement for full-time employees based on equivalent years of service as per Article 19.03.**

### ARTICLE 20 - SICK LEAVE

20.01 Full-time employees are entitled to sick leave compensation that provides for HOODIP or equivalent, replacing any other sick leave language that existed in the expiring collective agreement. The provisions below will become effective on the first of the month agreed to by the parties and will replace any existing leave or program or plan. The purpose of the sick leave plan and benefits is to protect employee against loss of income when they are legitimately ill. Part-time employees are paid a percentage in lieu of this benefit.

- a) Erie Shores Healthcare will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Hospitals of Ontario Income Plan Brochure.

The income protection under the short-term portion of **fifteen (15)** weeks is governed by the amount of service for each employee covered as follows:

less than 3 months	no sick benefit
3 months but less than 1 year of service	66 2/3 of regular pay

1 year but less than 2 years of service	70% of regular pay
2 years but less than 3 years of service	80% of regular pay
3 years but less than 4 years of service	90% of regular pay
4 years or more of service	100% of regular pay

The protection for weeks **sixteen (16)** to **thirty (30)** weeks is the sole responsibility of the Employment Insurance System.

Erie Shores Healthcare will pay **seventy-five percent (75%)** of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (H.O.O.D.I.P.) or an equivalent plan as described in the August, 1992 booklet (Part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the disability program, employees on the payroll as of the effective date will have their current service with Erie Shores Healthcare recognized for coverage under the Short Term and Long-Term portion of the Plan.

Long-Term Disability payments commencing upon completion of the Employment Insurance coverage will be based on amount of service for each employee covered as follows:

more than 6 months but less than 20 years of service - 65% of regular monthly earnings

20 years but less than 30 years of service - 70 % of regular monthly earnings

30 years or more of service - 75 % of regular monthly earnings

- b) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- c) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 20, including HOODIP or equivalent, may be subject to grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the medical appeals process provided under the plan, if any, to resolve disputes.

- d) A copy of the current HOODIP plan text or when applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- e) Erie Shores Healthcare shall pay the full cost of any medical certificate

when requested or required by the Employer including specialist referrals.

- f) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by Erie Shores Healthcare towards offsetting of the benefits improvements contained in this Agreement.
- g) Erie Shores Healthcare further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

20.02 When employees expect to be absent due to illness on the day shift, they will advise Erie Shores Healthcare by telephone at least one (1) hour prior to their scheduled starting time. Employees who expect to be absent due to illness on any other shift will, if possible, advise Erie Shores Healthcare by telephone at least four (4) hours prior to their scheduled starting time. Employees who expect to be absent due to illness on a second and subsequent day will, if possible, advise Erie Shores Healthcare before the end of the shift for which they absented themselves.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### 21.01 For Negotiating and Handling Grievances:

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations with Erie Shores Healthcare, or to investigate or deal with a grievance. Erie Shores Healthcare will not be required to pay employees for attending meetings or arbitration hearings.

### 21.02 For Personal Reasons:

Erie Shores Healthcare may grant a leave of absence for personal reasons to an employee who has had one **(1)** or more years of continuous service with Erie Shores Healthcare. Such leave of absence shall be applied for in writing by the employee to the **Operations Manager** at least two (2) weeks prior to the contemplated commencement of the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from their work. It is understood that while an employee is on leave of absence they shall not engage in gainful employment and that if they do engage in such gainful employment, they shall forfeit all seniority rights under this Agreement. Leaves of Absence for personal reasons shall not exceed a period of six (6) months. The employee may remain on Erie Shores Healthcare Benefit Plans but becomes responsible for the payment of 100% of the premium costs.

### 21.03 For Union Business:

- (a) Leaves of absence for Union business shall be applied for in writing by the employee to their **Operations Manager** at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time they shall be away from their work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programmes or special executive board meetings.
- (b) An employee shall be allowed to make applications for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two (2) week period.
- (c) Not more than two (2) employees shall be eligible for leave of absence for Union business at one (1) time, provided that not more than one (1) employee from any Department may be absent on such leave at the same time. The President will be allowed to be absent four (4) times a year, and their aggregate absent time for such purpose shall not exceed four (4) weeks in a calendar year.
- (d) When employees are absent from work to attend Union conventions, or seminars the Hospital will continue to pay such employee their regular wages and benefits. The Union will reimburse the Hospital for all wages and benefits upon receipt of an itemized statement for the time in question.
- (e) During such leaves of absence, the salary and applicable benefits shall be maintained by Erie Shores Healthcare. The amount of such leave shall not be deducted from the number of days of absence referred to in Article 21.03 above.

### 21.04 Leave For Union and Public Duties:

Any employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without pay but without loss of seniority by Erie Shores Healthcare, for a period up to one (1) year.

### 21.05 Bereavement Leave:

An employee will be granted leave for four (4) consecutive working days without loss of regular pay from regularly scheduled hours for the death of the spouse, child or parent.

Any employee will be granted bereavement three (3) consecutive working days off without loss of regular pay from regularly scheduled hours for the death of a sister,

brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for aunt, uncle, niece or nephew.

Erie Shores Healthcare, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, Erie Shores Healthcare may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

When an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 21.05. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credit.

When arrangements are delayed, an employee may request that one of the days listed above be held to the later date upon proof of same. Such request shall be submitted to the employee's Manager for approval.

#### 21.06 Pregnancy Leave-Full Time Employees

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the day of commencement of such leave and four (4) weeks of the expected date of return. At such times, they shall also furnish Erie Shores Healthcare with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by Erie Shores Healthcare at least four (4) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of Erie Shores Healthcare's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt, of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period of not exceeding fifteen (15) weeks. The

supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by Erie Shores Healthcare of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, Erie Shores Healthcare will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first one (1) 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.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- f) Erie Shores Healthcare will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### Pregnancy Leave-Part Time Employees

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the day of commencement of such leave and four (4) weeks of

the expected date of return. At such time she shall also furnish Erie Shores Healthcare with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by Erie Shores Healthcare at least four (4) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of Erie Shores Healthcare's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period of not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by Erie Shores Healthcare of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, Erie Shores Healthcare will pay the employee ninety three percent (93%) of their normal weekly earnings during the first one (1) 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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) Erie Shores Healthcare will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave.

Erie Shores Healthcare will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### Parental/Adoption Leave - Full Time

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and four (4) weeks of the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise Erie Shores Healthcare 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.

An employee shall confirm their intention to return to work on the date originally approved in subsection (b) above by written confirmation received by Erie Shores Healthcare at least four (4) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of Erie Shores Healthcare's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period of not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three

percent (93%) of the employee's normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by Erie Shores Healthcare of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, Erie Shores Healthcare will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first one (1) week period of the leave Employment Insurance benefits 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and the thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) Erie Shores Healthcare will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave and thirty-five (35) weeks after the parental leave began otherwise, while the employee is parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### Parental/Adoption Leave-Part Time

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and four (4) weeks of the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise Erie Shores Healthcare 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.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written confirmation received by Erie Shores Healthcare at least four (4) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of Erie Shores Healthcare's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period of not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by Erie Shores Healthcare of the employee's employment insurance cheque stubs will serve as proof that they are in receipt of Employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if they were not on parental leave.

In addition to the foregoing, Erie Shores Healthcare will pay the employee ninety-three percent (93%) of the employee's normal weekly earnings during the first one (1) week period 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and the thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) Erie Shores Healthcare will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. Erie Shores Healthcare will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 21.07 Jury & Witness Duty

If an employee is required to attend jury selection or 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 Erie Shores Healthcare, the employee shall not lose regular pay because of such attendance provided that the employee:

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

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process, the employee shall be returned to that point on their former schedule that is considered appropriate

by Erie Shores Healthcare. It is understood and agreed that the Local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a full-time employee 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 Erie Shores Healthcare on their regularly scheduled day off, Erie Shores Healthcare will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, Erie Shores Healthcare will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where Erie Shores Healthcare is unable to reschedule the employee and, as a result, they are required to attend such proceeding during a time other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

#### 21.08 Education Leave:

If required by Erie Shores Healthcare, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by Erie Shores Healthcare to take courses to upgrade or acquire new employment qualifications, Erie Shores Healthcare shall pay the full costs associated with the courses.

Subject to operational requirements, Erie Shores Healthcare will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with Erie Shores Healthcare.

Subject to operational requirements, Erie Shores Healthcare will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at Erie Shores Healthcare.

21.09 Unless otherwise provided for in the Collective Agreement, employees shall receive all leaves of absence as provided for under the *Employment Standards Act*. This includes, but is not limited to, the following leaves:

- (a) Family medical leave;
- (b) Organ donor leave;
- (c) Family caregiver leave;
- (d) Critical illness leave;

- (e) Child death leave;
- (f) Crime-related child disappearance leave;
- (g) Domestic or sexual violence leave; and
- (h) Reservist leave.

21.10 The Employer will provide up to two (2) days for professional development/education in order to maintain any certification requirements without loss of wages, benefits, seniority and service.

21.11 Payment Pending Determination of WSIB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to Erie Shores Healthcare for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to, which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to Erie Shores Healthcare and a written undertaking satisfactory to Erie Shores Healthcare that any payments will be refunded to Erie Shores Healthcare following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

**ARTICLE 22 – NON-SALARY MONETARY BENEFITS**

22.01 (a) Erie Shores Healthcare will provide to qualified full and eligible part-time employees the following:

- Ontario Health Care Coverage (Employer Health Tax)
- Semi-Private Room Coverage (Green Shield 1)
- Extended Health Coverage (Green Shield T4)
- Emergency Transportation
- Paramedical Services
- Medical Appliances
- Out-of-Province (Green Shield Deluxe Travel Plan QJ)
- Vision (7)
- Audio (H3)
- Drugs (Green Shield O)
- Dental Plan (Green Shield 66)

(b) The above plans are subject to and are administered as outlined in the respective Master Plans and in all cases benefits are available three months after the date of hire. Employees may elect single or family

coverage. Eligibility, participation, other restrictions and the payment of premiums are outlined below.

- (c) Where an employee is granted a lengthy unpaid leave of absence (personal, educational, other), Erie Shores Healthcare will continue to pay the premium for the month in which the leave commenced and the month following. The employee is thereafter responsible for the payment of the entire premium for all subsequent months including the month in which they return to work, if such a return is after 15th of the month.
- (d) Part-time employees are not automatically provided with health and insurance benefits. Rather, to be eligible, part-time employees must submit an application for enrollment. Eligible part-time employees who apply and enroll in the plan will continue to receive their 'percentage in lieu' and will be responsible to make arrangements necessary for payment of the plan with Erie Shores Healthcare.

#### 22.02 Ontario Health Care Coverage:

As residents of Ontario, employees receive universal health care coverage. This coverage is provided through the Government of Ontario (formerly OHIP) and is funded through general tax revenue and a mandatory Employer Health Tax deduction. Erie Shores Healthcare pays an assessment of 1.95% of gross salary and taxable benefits for all the employees.

Erie Shores Healthcare will fulfill its obligation as an Employer but will not be responsible for employee enrollment and/or securing Ontario Health Cards.

#### 22.03 Premiums Paid During Illness:

- a) Erie Shores Healthcare agrees to continue to pay its share of the premiums for all benefits on behalf of employees who are absent because of illness or injury for the first **fifteen (15)** weeks of such an absence. Thereafter, the employee is responsible for the total and all billed premiums (either single or family). The employee also has the option to opt out of the benefit coverage and rejoin when they return to work.
- b) Erie Shores Healthcare will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance period) to a maximum of thirty (30) months from the time the absence commenced.
- b) During an employee's approved unpaid leave of absence, Erie Shores Healthcare's share of the Benefit premiums will be paid for the month in which the leave commences. Thereafter, the employee is responsible for

the total and all billed premiums (either single or family). The employee also has the option to opt out of the benefit coverage and rejoin when they return to work.

#### 22.04 Semi-Private Room Coverage:

All full-time employees in the active employ of Erie Shores Healthcare must enroll (compulsory and condition of employment) in the Semi-Private Room Coverage Plan. An employee may claim an exemption from this coverage if they can show written proof that they have similar coverage through their spouse.

Erie Shores Healthcare will pay 100% of the billed premium for all full-time employees enrolled in the Plan and in the active employ of Erie Shores Healthcare.

#### 22.05 Extended Health Coverage:

All full-time employees in the active employ of Erie Shores Healthcare must enroll (compulsory and condition of employment) in the Extended Health Plan. An employee may claim an exemption from all or part of this coverage if they can show written proof that they have similar coverage through their spouse.

Erie Shores Healthcare will pay 100% of the billed premium for all full-time employees enrolled in the Plan and in the active employ of Erie Shores Healthcare.

The details of the coverage are outlined in the Green Shield Group 5779 Handout and are summarized below.

Vision benefit four hundred and fifty dollars (\$450) and can be used towards the purchase of contact, laser surgery or prescription eye wear plus eye exam coverage every 24 months.

Hearing aide acquisition every 36 months.

Medical items; equipment and durable prosthetic appliances

Ambulance transport (land or air); to \$100 per trip

Accidental dental services

Paramedical Services; various limits apply (physiotherapy, speech, massage, chiropractor, private duty nursing)

Massage - **\$450** annually (with no cap per visit)

Chiropractor - **\$450** annually

Physiotherapy, full cost to maximum of \$750 annually

Lancets – reasonable and customary charges

Naturopathy - \$250 annually

Out of Province travel benefits

## 22.06 Drugs Plan:

All full-time employees in the active employ of Erie Shores Healthcare must enroll (compulsory and condition of employment) in the Drugs Plan. Eligible part-time employees shall contact Human Resources for enrollment information and arrangement of payment.

- Erie Shores Healthcare will pay **one hundred percent (100%)** of the billed premium for all full-time employees enrolled in the Plan and in the active employ of Erie Shores Healthcare
- The plan provides the following benefits:

Legally prescribed medications, needles and syringes  
Schedule C drugs (Ontario)  
Generic equivalent drugs will be substituted  
Over-the-counter drugs are not covered  
The employee must pay a \$1.75 co-payment for each prescription.

## 22.07 Dental Plan:

All full-time employees in the active employ of Erie Shores Healthcare must enroll (compulsory and condition of employment) in the Dental Plan. An employee may claim an exemption from this coverage if they can show written proof that they have similar coverage through their spouse.

Erie Shores Healthcare will pay **seventy-five percent (75%)** of the billed premium for all full-time employees enrolled in the Plan and in the active employ of Erie Shores Healthcare, and the employee is responsible for **twenty-five (25%)** of the premium costs.

- The Plan honors the current ODA schedule of fees and the components of the plan are:

Recall exam, cleaning, fluoride, X-ray every 9 months  
Comprehensive exam, panoramic X-ray, every 3 years  
Basic restoration (fillings and inlays)  
Extractions and surgical services  
Comprehensive Basic service, standard denture service and complete and partial dentures rider, 50/50 co-insurance to \$1000 annual maximum  
Crowns, Bridgework and repairs to same at 50/50 co-insurance to a \$1000 annual maximum.  
Orthodontic coverage, 50/50 co-insurance to a **two thousand dollar (\$2000)** annual maximum per family member.

#### 22.08 Benefits for Early Retirees:

- a) Erie Shores Healthcare will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of Erie Shores Healthcare's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The billed premium for the above coverage will be shared **seventy-five (75%)** paid by Erie Shores Healthcare and **twenty-five (25%)** paid by the retired employee. The retired employees will at all times have three post-dated cheques on file with Erie Shores Healthcare. Should an employee elect not to continue their participation or later opt out of this coverage, the employee cannot rejoin the plan at any future date.
- b) The parties agree that CUPE employees who are sixty-five (65) years of age and over and still actively at work will be provided the following, extended health, semi-private, and dental plan benefits up to and including their **eightieth (80<sup>th</sup>)** birthday on the same cost basis as employees under the age of sixty-five (65).

#### 22.09 Pension:

All employees shall be enrolled in the Hospitals of Ontario Pension Plan in accordance with the terms and conditions thereof.

#### 22.10 Health Care Spending Account

**Erie Shores Healthcare will provide the employees with a Health Care Spending Account in the amount of one hundred dollars (\$100.00). This shall be used to cover Canada Revenue Agency eligible expenses in accordance with the provider's policy.**

#### 22.11 Change of Carrier:

The parties agree that Erie Shores Healthcare shall have the right during the term of this Agreement, to substitute a different carrier for either the Life Insurance Plan, Drug Prescription Plan, or Dental Plan, provided that:

1. The substituted Plan shall not result in a decrease in any benefit provided by the existing Plan, and
2. Erie Shores Healthcare shall provide the Union with sixty (60) days' notice of Erie Shores Healthcare's intention to substitute a different carrier, and
3. Full details of the Plan being substituted will be provided to the Union, and if requested to do so Erie Shores Healthcare will meet with the Union to review and discuss any problems involved in such substitution.

- 22.12 Erie Shores Healthcare will provide the Union with a letter stating that if it institutes a uniform policy it will recognize a payment to affected employees equal to that provided to members of UNIFOR Local 2458 in their Collective Agreement with Erie Shores Healthcare (i.e. \$5.00 for every month that the policy is in effect payable in December).
- 22.13 Erie Shores Healthcare will provide employees with a schedule or description of benefits provided respectively, upon enrolment into the benefit plan.
- 22.14 Erie Shores Healthcare agrees to contribute **one hundred percent (100%)** of the billed premium towards coverage of eligible employees in the active employ of Erie Shores Healthcare under HOOGLIP in effect as of September 28, 1993 or equivalent. Erie Shores Healthcare will provide coverage of twice the employee's annual rate of earnings rounded to the nearest **five hundred dollars (\$500)**.

If it is medically proven that an employee is competent and certain to die within **twelve (12)** months, they will be eligible to receive a cash payment of **ninety percent (90%)** of the sum for which they are insured, in lieu of all other benefits under HOOGLIP. To receive this benefit, the employee must designate their estate irrevocably as their beneficiary.

## **ARTICLE 23 - SALARY SCHEDULE**

- 23.01 Attached hereto and marked Schedule "A" are the classifications and hourly wage rates for employees covered by this Agreement. It is mutually agreed that the said schedules and the contents thereof shall constitute a part of this Agreement. It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, salary rates for such classifications shall be negotiated between Erie Shores Healthcare and the Union.
- 23.02 Bi-weekly pays will be direct deposited into a bank account as designated by each employee. Each employee shall be provided with an itemized statement of salary and deductions.
- 23.03 Hepatitis B Vaccine
- (a) Where Erie Shores Healthcare identifies high risk areas, where employees are exposed to Hepatitis B, Erie Shores Healthcare will provide, at no cost to the employees, a Hepatitis B vaccine.
  - (b) Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a

specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (ii) If the full cost of such medication is not covered by some other source, Erie Shores Healthcare will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (iii) Erie Shores Healthcare recognizes that employees have the right to refuse any required Vaccination.
- (iv) If an employee refuses to take the vaccine required under this provision, they will be placed on an unpaid leave of absence during any influenza outbreak in Erie Shores Healthcare until such time as the employee is cleared to work.
- (v) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (vi) If an employee gets sick as a result of the vaccination, and applies for WSIB, Erie Shores Healthcare will not oppose the claim.
- (vii) Notwithstanding the above, Erie Shores Healthcare may offer the vaccine on a voluntary basis to an employee free of charge.
- (viii) This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

#### 23.04 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of Erie Shores Healthcare, provide information of such employment to Erie Shores Healthcare. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

## **ARTICLE 24 - PART-TIME EMPLOYEES**

24.01 It is agreed that any employee regularly scheduled to work on a basis of less than **thirty-seven and one-half (37 ½)** hours in a week is classified as a part-time employee. It is agreed that the provisions of this Agreement will apply to part-time employees unless specifically referred to elsewhere in this Agreement.

- 1) When a part-time employee within the bargaining unit transfers to the full-time staff without a break in service, they shall receive seniority equivalent to the ratio of the number of shifts recognized. When a full-time employee within the bargaining unit transfers to part-time without a break in service, they shall receive seniority equivalent to their seniority accumulated while a full-time employee and such seniority shall be recognized.
- 2) Part-time employees shall accumulate seniority for all purposes on the basis of fifteen hundred (1500) hours being equal to one (1) year of full employment and on that basis the seniority of part-time employees will be recognized for all purposes in the same manner as that set out for full-time employees.
- 3) There shall be added to the applicable wage rate **fourteen percent (14%)** thereof in lieu of defined benefits but in calculating any premium rate there shall be no pyramiding of the amount resulting from the **fourteen percent (14%)** increase.

The **fourteen percent (14%)** is in lieu of:

- a) all insured benefits
- b) holiday pay
- c) sick leave and cash out

A part time employee who meets the enrolment requirements of the pension plan may join the plan without a change to the percentage in lieu.

The **fourteen percent (14%)** payment is not in lieu of

- a) salary (including shift premium, overtime, premium pay for work on a holiday)
- b) standby and call back
- c) reporting pay
- d) vacation pay
- e) responsibility allowance
- f) jury and witness duty
- g) bereavement pay
- h) pregnancy and parental supplementary unemployment benefits.

## ARTICLE 25 - GENERAL

25.01 It is mutually agreed between Erie Shores Healthcare and the Union that the expense of printing the Collective Agreement in booklet form in numbers sufficient for both Erie Shores Healthcare and the Union shall be shared equally by both parties.

### 25.02 Meanings:

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

### 25.03 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by Erie Shores Healthcare, Erie Shores Healthcare 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 Erie Shores Healthcare to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from Erie Shores Healthcare of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by Erie Shores Healthcare. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When Erie Shores Healthcare makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, Erie Shores Healthcare shall notify the Local Union of same and provide a job description to the Local Union. Erie Shores Healthcare shall meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that Erie Shores Healthcare notifies the Local Union of the rate of pay pursuant to Article 26.01(a) above.

25.04 a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, Erie Shores Healthcare will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. Erie Shores Healthcare shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

b) The parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this Collective Agreement and the rights and responsibilities set out therein will not be diminished.

c) Joint Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, Erie Shores Healthcare agrees to accept as a member of its JOHSC, at least one (1) representative(s) and one (1) alternate (per committee) selected or appointed by the Union from amongst bargaining unit employees. The JOHSC will function according to the Ministry of Labour approved Terms of Reference.

Meetings shall be held every other month or at the call of the Co-Chairs. The JOHSC shall maintain minutes of all meetings and make the same available for review.

Any representative appointed or selected in accordance hereof, shall serve for a term of two (2) years from the date of the appointment which may be further renewed for periods of one (1) year period. Time off for such representative(s) to attend meetings of the JOHSC in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Erie Shores Healthcare at his regular or premium rate as may be applicable.

- d) Erie Shores Healthcare agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, Erie Shores Healthcare will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- e) Where Erie Shores Healthcare determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- f) An employee who is required by Erie Shores Healthcare to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- g) Where Erie Shores Healthcare identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence before commencement of the **pregnancy** leave referred to in Article 21.06.

#### 25.05 Fiscal Advisory Committee

Recognizing the value of Union input on behalf of employees, the parties agree to the following:

- (a) The Union's representatives(s) will be included in the consultation and planning process from the early phases of the budget planning process,

through representation on the Fiscal Advisory Committee or equivalent committee to its final stage of completion, to assist Erie Shores Healthcare in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-requested employees through program or service restructuring.

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

#### 25.06 Protective Footwear

Effective on ratification, and then October 1st for each subsequent calendar year, Erie Shores Healthcare will provide one hundred and **fifty** dollars (**\$150.00**) per calendar year to each full-time and each regular part-time employee who is required by Erie Shores Healthcare to wear safety footwear during the course of her/his duties.

### **ARTICLE 26 – TERM OF AGREEMENT**

26.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on September 29, **2024** and shall remain in force until the 28th day of September, **2026**, and thereafter it shall be automatically renewed each year for one (1) year only without change unless in any year, either party gives notice in writing to the other party of its desire to revise or amend this Agreement. such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the expiration date. If, such notice is given, negotiations between the parties shall begin within fifteen (15) days following such notice. If, pursuant to such negotiations, an agreement or the revision or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall remain in force and effect after such expiration date in accordance with the provisions of the *Labour Relations Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers or representatives duly authorized in that behalf.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

ERIE SHORES  
HEALTHCARE

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2044

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**SCHEDULE "A"**

Classification	2024			2025*		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Buyer	\$31.12	\$32.72	\$33.05	\$31.12	\$32.72	\$33.05
Senior Health Records Tech	\$30.33	\$31.30	\$32.23	\$30.33	\$31.30	\$32.23
Health Records Tech	\$29.69	\$30.58	\$31.47	\$29.69	\$30.58	\$31.47
Registration and Emergency Clerk	\$29.34	\$30.26	\$31.12	\$29.34	\$30.26	\$31.12
Unit Clerk – 2S, 2E, 2W, 2N, OBS	\$29.34	\$30.26	\$31.12	\$29.34	\$30.26	\$31.12
Perioperative and Clinics Clerk – OR, Gen Surg, Amb Care	\$29.34	\$30.26	\$31.12	\$29.34	\$30.26	\$31.12
Accounting and Records Clerk	\$28.32	\$29.16	\$30.03	\$28.32	\$29.16	\$30.03
Unit Clerk – Nuc Med/Cardio/DI	\$28.03	\$28.86	\$29.74	\$28.03	\$28.86	\$29.74
Stores	\$26.78	\$27.60	\$28.46	\$26.78	\$27.60	\$28.46

**\*During 2021 negotiations, the Hospital was restructuring various units that affected existing positions that had been given notices of layoff. For clarity purposes, should these positions be re- created, the parties agree that they belong within this bargaining unit. These include the following positions:**

- (a) Clerk – Medical Transcription – wage rate of \$26.26**
- (b) Clerk – Accounting – wage rate of \$25.97**
- (c) HR Correspondence (Health Records) – wage rate of \$25.97**
- (d) File Clerk – wage rate of \$22.94**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ERIE SHORES HEALTHCARE**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ERIE SHORES HEALTHCARE**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044**

RE: Article 25.04 - Workload Complaint Process

1. In the event of a workload issue/concern, the employee or group of employees shall first raise the issue with their immediate supervisor/manager. The immediate supervisor/manager within three (3) calendar days of the issue/concern arising. The immediate supervisor/manager will respond within three (3) calendar days.
2. Failing resolution of the workload issue at step 1, the employee or group of employees will complete the workload form and submit it to the Director. A meeting will be arranged with Director of the Unit/Department and the employee or group of employees within five (5) calendar days of their receiving the workload form.
3. When meeting with the Director, you may request the assistance of a Union Representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. A Union Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
4. Failing resolution, the complaint will be dealt with by either the Joint Occupational Health and Safety Committee or Labour/Management Committee, as appropriate, within twenty (20) calendar days from the date of the Director's response.
5. The Joint Occupational Health and Safety Committee or Labour/Management Committee shall hear and attempt to resolve the complaint to the satisfaction of

both parties. Any settlement/resolution under the (grievance) of the Collective Agreement will be signed by the parties.

- 6. If the issue remains unresolved it shall be forwarded to arbitration, as set out in Article 11 of the collective agreement.
- 7. The Union and Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

*(Workload Complaint Form – see next page)*

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

**FOR ERIE SHORES HEALTHCARE:**

**FOR THE UNION:**

Kelly Greig

[Signature]

Danielle Carlini

[Signature]

[Signature]

Emily Costello

**Workload Complaint Form**

*Employee to complete every section.*

**Date/Time of Occurrence:** \_\_\_\_\_

**Date Complaint Form Submitted to Employer:** \_\_\_\_\_

**Unit/Department:** \_\_\_\_\_ **Department/Unit:** \_\_\_\_\_

**Type of Work Being Performed:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Number of Staff on Duty:** \_\_\_\_\_ **Usual Number of Staff on Duty:** \_\_\_\_\_

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

**To correct this problem, I/we recommended:**

\_\_\_\_\_

\_\_\_\_\_

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**Name/Title of Immediate Supervisor Notified**

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**Date/Time of Notification:** \_\_\_\_\_

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**Response:** \_\_\_\_\_

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**Signature of Complaint(s) & Printed Name(s) on line below:**

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**I/We do not believe this response was adequate to resolve our concerns. I/we therefore request that the local union submit this complaint on my/our behalf as a Step 3 grievance under Article 11.01 of the collective agreement.**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ERIE SHORES HEALTHCARE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044**

**RE: 8 Hour Shifts**

Staff scheduled to work eight (8) hour shifts and are not to leave Erie Shores Healthcare premises on midnights in ER/Registration are to be paid for a **seven and a half (7 ½) hours** and will bank an **additional thirty (30) minutes** for remaining on site.

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

**FOR ERIE SHORES HEALTHCARE:**

**FOR THE UNION:**

Kelly Greig

[Signature]

Danielle Carloni

[Signature]

[Signature]

Emily J. Costello

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ERIE SHORES HEALTHCARE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044**

**RE: Four (4) Hour Tours**

The Employer and the Union agree to the scheduling of four (4) hour tours of duty for part-time employees. However, prior to the implementation of a four (4) hour tour, the Employer and Union shall first meet to discuss possible alternatives to such tour.

A four (4) hour tour will be inclusive of one fifteen (15) minute break period.

The scheduling of four (4) hour tours shall comply with the scheduling provisions contained in Article 16 of the Collective Agreement.

In the event that an employee is authorized to work beyond the scheduled four (4) hour tour, premium payment in accordance with Article 17 will not apply until after **seven and one-half (7.5) hours** of work have been completed by the employee.

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

**FOR ERIE SHORES HEALTHCARE:**

**FOR THE UNION:**

Kelly Gopaire

[Signature]

Danielle Carloni

[Signature]

[Signature]

Emily Castellano

LETTER OF UNDERSTANDING

BETWEEN

ERIE SHORES HEALTHCARE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044

**RE: Working From Home Transcriptionist, Health Information Services and Coders**

The parties agree to continue Working from Home agreements for these classifications in accordance with the terms and conditions of such agreements entered into with the affected employee. These agreements will not be violation of any terms of the Collective Agreement.

The Employer will contribute **forty dollars (\$40)** per month for the cost to any such employee for internet services.

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

FOR ERIE SHORES HEALTHCARE:

FOR THE UNION:

Kelly Ferguson

[Signature]

Danielle Carloni

[Signature]

[Signature]

Emily G. Cooper

LETTER OF UNDERSTANDING

BETWEEN

ERIE SHORES HEALTHCARE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044

RE: Five (5) Hour Shifts

The Employer and the Union agree to the scheduling of five (5) hour shifts for part-time employees. Where the Employer wishes to introduce five (5) hour shifts, it shall first meet to discuss this with the Union. The parties confirm that some part-time Accounts and Records Clerks are presently working five (5) hours shifts and this practice shall continue for the three (3) affected positions.

A five (5) hour shift will be inclusive of one fifteen (15) minute break period.

The scheduling of five (5) hour shifts shall comply with the scheduling provisions contained in Article 16 of the Collective Agreement.

In the event that an employee is authorized to work beyond the scheduled five (5) hour shift, premium payment in accordance with Article 17 will not apply until after seven and one half (7.5) hours of work have been completed by the employee.

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

FOR ERIE SHORES HEALTHCARE:

FOR THE UNION:

Kelly Ferguson

[Signature]

Danielle Carlini

[Signature]

[Signature]

Emily Castello

LETTER OF UNDERSTANDING

BETWEEN

ERIE SHORES HEALTHCARE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044

**RE: Infectious Diseases**

Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the Employer will meet with the Joint Health and Safety Committee to consult on how to implement protections for health care workers.

Employees who are absent from work due to illness shall receive sick pay in accordance with Article 20 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

FOR ERIE SHORES HEALTHCARE:

FOR THE UNION:

Kelly Gopaire

[Signature]

Danielle Carlini

[Signature]

[Signature]

Emilio Costello

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ERIE SHORES HEALTHCARE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2044**

**RE: Optimal Staffing Composition**

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the Hospital workforce and may support quality work environments, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for patients in a 24/7 environment. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

- Overtime hours,
- Hours worked by casual staff,
- Hours worked by regular part-time staff above their commitment as per the local appendix of the Collective Agreement,
- Recruitment and retention data,
- Job postings,
- Hours worked by agency staff.
- Work Schedules

Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

Signed at Leamington, Ontario this 25<sup>th</sup> day of July 2025.

**FOR ERIE SHORES HEALTHCARE:**

**FOR THE UNION:**

Kelly Gopie

[Signature]

Danielle Carlini

[Signature]

\_\_\_\_\_

[Signature]

