

SERVICE COLLECTIVE AGREEMENT

BETWEEN

**WEST HALDIMAND GENERAL HOSPITAL
(hereinafter called the "Hospital")**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
Local 532, A.F.L.-C.I.O.-C.L.C.,
(Hereinafter called the "Union")**

Expires: October 10, 1987.

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DEC - 8 1987

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SOURCE	EFF.	TERM.	No. OF EMPLOYEES	COM. RE DEMPLOYEES
Wagner	85	11	16	
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ARTICLE 1 - PURPOSE

1.01 The purpose of the 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 the Hospital, its employees and the Union.

1.02 The hospital agrees to treat the employees with consideration and the Union agrees to encourage them to accomplish loyal and sincere work.

1.03 The Union recognizes that the Hospital is a public service dedicated to the care of the sick and injured. This obligation requires reliable and continuous service to be performed with skill and efficiency.

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ARTICLE 2 - SCOPE & RECOGNITION

2,01 The Hospital recognizes the Union as a sole collective bargaining agent for all its employees at Hagersville, Ontario, save and except professional medical staff, Registered nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, chief engineer, office staff, persons regularly employed for not more than 22.5 hours per week, students employed during the school vacation period, and employees hired under **the** mental retardation programme.

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ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except **as** specifically **abridged**, delegated, granted or modified by **this agreement, all the rights, powers and authority of management are** retained by the management and **remain** exclusively and **without** limitations within the rights of management. Without limiting the **generality of the** foregoing, management's **rights** include:

(a) **The** right to maintain **order**, discipline, and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable **rules** and regulations, policies and practices to be observed by **its** employees and the right to discipline or dismiss employees for proper cause;

(b) The right to **select**, hire, discipline, dismiss, transfer, assign to shifts, promote, **demote, classify**, layoff, recall and suspend **employees** and select employees for positions not covered by this Agreement;

(c) The direction of the working force, the right to plan, direct and control the operation of the Hospital, the right to introduce new and **improved** methods, facilities equipment, the **amount** of supervision necessary combining or splitting **up** of departments, work schedules, establishment of standards and quality of care. The determination of the extent to which the Hospital **will** be operated **and** the increase or decrease in employment;

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(d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Hospital.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim that the Hospital has so exercised these rights shall be a proper subject for grievance.

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ARTICLE 4 - DEFINITIONS

4.01 - Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Part-time employees interested in such temporary full-time work may record such interest in writing with the Hospital, Consideration shall be given to such requests prior to hiring new employees.

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ARTICLE 5 - UNION SECURITY

5.01 - Union Dues

The Employer agrees to deduct from each employee who is in the bargaining unit, as a condition of employment, an amount equal to the regular monthly Union **dues as** certified **by** the Union during the term of the Agreement from all new employees in the month following the month in which they were hired.

Dues deducted shall be remitted to the Secretary Treasurer of the Local Union on or before the twenty-fifth day if possible, but not later than the last day of the month in which they were deducted. The Union agrees to keep the Employer harmless and indemnified from any claims against it **by** an employee which arises out of any deduction under the Article.

5.02 - Interview Period

It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the **purpose of further informing** such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Employer shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take **place** in the **Hospital** premises, in a room designated by the

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Employer, and the employee shall report to this room for the interview during the interview period, The Employer may have a representative present at this interview.

5.03 - Employee Lists

The Hospital will supply the Union with the social insurance numbers and addresses of new employees when they are placed on the check off list for the first time.

5.04 - Part-time Transfers

If a part-time employee ceases to be regularly employed for more than twenty-two and a half (22.5) hours per week, continuously for seven (7) weeks, that employee will be automatically covered under the addendum to this collective agreement with equivalent: accumulated seniority.

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ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union undertakes and agrees that while this Agreement is in operation there will be no strike, sit-down, slowdown, or any suspension or interference with work or service, and any employee or employees participating in any such action may be summarily discharged or otherwise disciplined. The Hospital agrees that while this Agreement is in operation it will not engage in any lockout.

**ARTICLE 7 - UNION REPRESENTATION AND
COMMITTEES**

7.01 - Grievance Committee

(a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than six employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

(b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

(c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 - Union Stewards

(a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for

the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward **may** be appointed or elected. **The** Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected **under** this Article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards **have** their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. **I**€, in the performance of **his** duties, **a** Union

steward is required to **enter** an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. **Such** permission **shall** not be unreasonably withheld. When resuming **his** regular duties and responsibilities, such steward shall again report to his immediate supervisor. **A** Union steward shall **suffer** no **loss** of earnings for time **spent in performing the above** duties during **his** regular scheduled working hours.

(e) Nothing in this article shall preclude full-time stewards from representing part-time employees and vice versa.

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(f) The Hospital will **recognize a chief steward, and one steward from each of the following** areas of the Hospital:

Registered Nursing Assistants
Dietary **Housekeeping**
C.S.R. Aides **Orderlies**
Maintenance

(g) Steward badges will be allowed to be worn.

(h) The Hospital undertakes to instruct **all** members of its supervisory **staff** to co-operate **with** the stewards in the carrying out of the terms and requirements of **this** Agreement.

(i) The Union undertakes to secure from its officers, stewards and **members**, their co-operation **with** the Hospital and with all **persons** representing the Hospital in **any** **supervisory** capacity.

7.03 - Central Bargaining Committee

In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one representative from **the bargaining unit shall be** entitled to leave of absence to attend either the **central** negotiations (including caucuses) or only **the central** Union **caucuses (including reasonable travel time)**.

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

Leave for attendance at the central Union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

7.04 - Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of 3 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but: not including, arbitration,

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

(f) The number of employees on the Negotiating Committee shall be determined locally.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the **Union** of such suspension or discharge in writing, within three (3) days.

.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

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Such complaint shall be discussed with his immediate supervisor within five (5) 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 the five (5) days, it shall be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union Steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

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This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives **who** may be accompanied by the general representative of the Union., within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital **shall be** delivered in writing within ten (10) days following the date of such meeting.

.05 Policy Grievance

A complaint or grievance arising directly **between** the Hospital **and** the Union concerning the interpretation application or alleged violation of the Agreement shall be originated at **Step 3** within ten (10) days following the circumstances giving rise to the **grievance.**

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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 he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital. grievance it shall be filed with the Grievance Committee.

.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

.07 Discharge Grievance

If an employee, who has completed **his probationary** period, claims that he has been unjustly discharged, such claim must be submitted by the employee, **who** may be accompanied by a union steward, or **by** the union steward at Step 3 of the **grievance** procedure to the Hospital within five **(5)** days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming **the** Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to **full** seniority for time lost and up to full compensation for time lost,
- (c) **any other** arrangement **which** may be **deemed** just and equitable.

.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

.09 All agreements reached, under the grievance procedure, between the representatives of **the Hospital** and representatives of **the Union will be** final and binding upon the **Hospital**, the **Union** and the employee(s).

.10 **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 appoint **a** nominee. Within five (5) days thereafter, **the other party shall** appoint its **nominee, provided however,** that if such **party** fails to appoint its nominee as herein **required, the Minister of Labour for the Province of Ontario shall have the power** to make such appointment upon application thereto by **the party invoking the arbitration procedure.** The two nominees shall **attempt** to agree upon a chairman of the Arbitration **Board. If they are unsuccessful in agreeing** upon such a chairman within a period of ten (10) days of **the appointment of** the second nominee, **they** shall then request the **Minister of Labour for the Province of Ontario** to appoint a **chairman.**

.11 **No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.**

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

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

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

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

.16 Saturdays, Sundays and Holidays are not to be counted in the time limits **as** set out in this Article.

.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a **single** arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY**9.01 - Probationary Period**

A new employee will be considered on probation until he has completed **forty-five** days of **work** within any twelve calendar months. Upon completion of the probationary period he shall be credited with **seniority** equal to **forty-five working days**. With the written **consent**: of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 - Definition of Seniority

Full-time employees will accumulate seniority on the basis of their **continuous service** in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, **employees** hired prior to **October 10, 1986** will be credited with the seniority they held under the Agreement expiring **November 15, 1985** and

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will thereafter accumulate seniority in accordance with this **Article**.

9.03 - Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is **changed** from full-time to part-time shall receive **credit** for **his/her full service and seniority**. An employee whose status is changed from part-time to full-time shall **receive credit for seniority and service** on the basis of **one** (1) year equals 1725 hours worked, and **will be enrolled in the employee benefit plans** subject to meeting any waiting period or other requirements of those **plans**.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they **held under** the Collective Agreement expiring November 15, 1985.

9.04 - Loss of Seniority

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

- (a) employee quits;
- (b) employee **is** discharged and the **discharge** is not reversed through the grievance and arbitration procedure.
- (c) employee is **absent** from scheduled work for a period of three (3) or **more** consecutive working days without notifying *the Hospital*.

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of **such** absence and providing a reason satisfactory to the Hospital;

(d) employee fails to return to work upon **the expiration of** a leave of absence or utilizes a **leave** of absence for a purpose other than that for **which it was granted**;

(e) **employee has been laid off for eighteen (18) months**;

(f) employee **fails upon being notified of a recall** to signify his intention to return within five (5) working days after **he has received the notice of recall, and fails** to report to work within **ten (10) working days** after he **has received the notice of recall**;

(g) employee is **absent** due to illness or **disability** which absence **continues** for **eighteen (18) months**.

9.05 - Effect of Absence

(a) It is understood that during an approved **unpaid absence** not exceeding thirty **(30) continuous** days or any approved absence paid by **the Hospital**, both seniority and service will accrue.

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(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits,

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of ninety (90) days if an employee's unpaid absence is due to an adoption leave or an illness.

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9.06 - Seniority

(a) Seniority lists of employees shall be maintained by the Hospital on a departmental basis for the following ~~a—&—&~~

Dietary	Nursing - R.N.A.'s
Housekeeping	- Orderlies
Ambulance	
Maintenance	C.S.R. Aides

(b) Within each of the foregoing departments, **the** Hospital agrees to recognize seniority and qualification in the making of promotions and demotions **and** in the reduction of staff. Therefore, **as** between employees with relatively equal qualifications, the senior employee will receive preference.

(i) "Promotion" as **used** in this Agreement shall mean a permanent transfer to a job carrying a higher rate of pay,

(ii) "Demotion" **as** used in this Agreement shall mean a permanent **transfer** to a job carrying a **lower rate of pay**.

(c) Seniority **lists** will be **revised** and **brought up to date** by the Hospital upon **January 2** and **July 2 of each year**. The Hospital will post a copy of each **departmental list in the** appropriate department **and** will supply the Union with copies upon request.

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(d) A bargaining unit employee who is transferred to a supervisory position or any position not subject to the provisions of this Agreement shall accumulate seniority during the period he retains such position and, if he is returned to the bargaining unit, such seniority shall be added to the seniority which he had at the time of his promotion or appointment.

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ARTICLE 10 - LAYOFF AND RECALL

.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule.

Up to 2 years' service - One week's notice;

2 years or more but less than 5 years' service - Two weeks' notice;

5 years or more but less than 10 years' service - Four weeks' notice;

10 years or more service - Eight weeks notice.

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

(a) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and

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(b) meet with the Union through the Labour Management Committee to review the following:

- i) the reason causing the **layoff**
- ii) the service the Hospital will undertake after the **layoff**
- iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, **the** Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration **of** the bed cut-back or cut-back in **service**, any realignment of service or staff and its effect on employees in the bargaining unit.

.02 In all **other** cases of **layoff**, the Hospital shall **give** each employee in the bargaining unit **who has** acquired seniority one (1) week's notice provided however, such notice shall not be required if the **layoff** occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

.03 In the event of **layoff**, the Hospital **shall** lay **off** employees in the reverse order of their seniority within their classification; providing that **there** remain on the job employees who then have the ability to perform the work.

.04 An employee **who** is subject to layoff shall **have** the right to either:

(a) Accept **the** layoff; or

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

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

.05 An employee shall have the opportunity **to recall** from a layoff to an available opening, in order of seniority, provided he has the ability to perform the **work**, before such opening is filled on a regular basis under a job posting procedure. **The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.**

Employees on layoff shall be given preference **for temporary** vacancies which **are** expected to exceed ten (10) working **days**. An

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employee who has been recalled to such **temporary** vacancy shall not be **required** to accept such recall and may instead remain on layoff.

.06 In determining the ability of an employee to perform the **work** for the purposes of Paragraphs .03, .04 and .05 above, the Hospital **shall** not act in an arbitrary or unfair **manner**.

.07 An **employee** recalled to work in a different classification from which he **was** laid **off** shall have the privilege of returning to **the** position he held prior to the **layoff** should it become vacant within six (6) months of being recalled.

.08 No new employees shall be hired until all those laid off **have** been given an opportunity to return to work **and** have **failed** to notify the Hospital of their intention to do **so**, in accordance with .09 below, or have been **found** unable to perform the **work** available.

.09 It is the sole **responsibility** of the employee who **has** been laid off to notify the Hospital of **his** intention to return to work within five (5) working days (**exclusive** of Saturdays, Sundays and paid holidays) after being notified to do **so** by registered mail, **addressed** to the **last** address on record with the **Hospital** (which notification shall be deemed to **have** been received on the second day following the date of mailing) and to return to **work** within **ten** (10) working days after

being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee **shall** report for **work**. The employee is solely responsible for **his proper address** being on **record** with the Hospital.

.10 Where the employee **fails** to notify the Hospital of his intention to return to work **in** accordance with the provisions of Paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital,

.11 In the event **that a** layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

.12 A laid off employee shall retain the rights of recall for **a** period of eighteen (18) months from the date of layoff.

.13 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

ARTICLE 11 - JOB POSTING

.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of five (5) days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the **Chief** Steward. All applications are to be made in writing within the posting period.

.02 Vacancies created by **the** filling of a posted vacancy need not be posted, however, consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

.03 Employees shall be selected for positions under either Article .01 or .02 on the basis of their ability, experience **and** qualifications. Where these factors are relatively **equal** amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The

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name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

.04 Where there are no **successful** applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed **by** the Hospital. The employees eligible for consideration shall **be** limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

.05 Vacancies which are not expected to exceed six (6) months will not be posted **and** may be filled **at** the discretion of the Hospital. In filling **such** vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have **recorded** their interest in accordance **with** .02 above, prior to considering persons not employed **by** the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill **a** vacancy under this Article will continue to maintain their part-time status and upon completion of **the** assignment the employee will return to his former position.

.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been compiled with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to **his** former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies **for** a period of six (6) months, unless otherwise mutually agreed.

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ARTICLE 12 - NO CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

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ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the **bargaining unit which shall** directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

13.02 - Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital will attempt to contact part-time staff who would normally perform the duties in question.

13.03 - Volunteers

The **use** of volunteers **shall** not be expanded beyond the extent of existing **practice as** of June 1, 1986.

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13.04 - Ratio of RN'S to RNA's

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

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ARTICLE 14 - TECHNOLOGICAL CHANGE

.01 Technological Change means the automation of equipment or the mechanization or automation of operations, or the replacement **of** existing equipment or machinery with new equipment or machinery which results in the displacement of an **employee** from his/her regular job.

.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

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

.04 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate **work without** loss **of** employment benefits, but at the **wage** rate of the job in **which** the employee **is** relocated. **The** determination of the appropriate alternative **work** shall be at the discretion of the Employer and such discretion **shall** not be exercised in an

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arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on an unpaid leave of absence.

.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

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ARTICLE 15 - LEAVES OF ABSENCE

15.01 - Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted **up** to three (3) consecutive days off, without loss of his regular pay for his **scheduled** hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the **funeral** of a family member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be **entitled to leave for mourning** on the **day** of the funeral without **loss** of regular straight time earnings to which he would otherwise have been **entitled** on that day.

15.02 - Education Leave

(a) If required by **the** Employer, an employee shall be entitled to leave of **absence with pay and** without **loss** of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without **pay**, to take further education related to the employee's work **with** the Hospital **may** be granted upon written application by the employee to the administration of the Hospital. It is further understood **and** agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the **shifts** of employees attending courses or seminars to permit such attendance.

(c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 - Jury and Witness Duty

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

(a) notifies the Hospital immediately on the employee's notification that he will be **required** to attend at **court**;

(b) presents proof of service requiring the employee's attendance;

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(c) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowance and an **official receipt** thereof.

In addition to the **foregoing** where an 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 the hospital on his regularly scheduled day off, the hospital will attempt to reschedule the employee's regular day **off**, it being understood that **any** rescheduling shall not result in the payment of any premium pay. Where the hospital **is** unable to **reschedule** the employee and, as a result, he **is** required to **attend** on a regular **day** off, he shall be paid **for** all hours actually **spent** at such hearing at the rate of time and one-half **his** regular straight time hourly rate subject to (a), (b) **and** (c) above.

15.04 - Maternity Leave

(a) An employee who is pregnant and **who** has been employed **for** at **least** ten (10) months, immediately preceding the expected date of birth shall **be** entitled, **upon** her written application therefor, to **a** leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

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Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit, (SUB) plan, and retroactive to November 15, 1984, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employer's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

(b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

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(c) The employee shall give her Employer four (4) weeks notice in writing prior to **the** day upon which she intends to commence her **leave of absence** and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating **that** she is pregnant and giving the estimated day upon which delivery **will** occur in his opinion.

(d) An employee may, if **she** desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing **her** employer with the certificate of a legally qualified medical practitioner stating that she is **able** to resume her work.

(e) **The Employer may** require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably **be** performed by a pregnant woman or the performance of her work is materially affected by **her pregnancy,**

(f) **The** employee shall, if requested by **the** Employer, furnish medical **proof** of her fitness to resume her employment following the leave of absence.

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(g) Credits for service, for the purpose of salary increments, for vacation, sick leave or other benefits under the provisions of the Collective Agreement or elsewhere shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave except that in the **case** of an employee **who has** worked ten **(10)** or more days during the calendar month, such credits shall continue to accumulate to the end of that **calendar month**.

Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of **the** leave.

(h) No contributions for any employee benefits provided under the Collective Agreement **will** be made by the Hospital during any such leave of absence. Subject to the provisions of **the** master policies governing such **plans**, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full **premiums as** fall due during the leave so as to ensure **continued coverage**.

(i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits **may** not be used.

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(j) An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of comparable nature at the same increment level of pay as she **received** prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.

(k) The leave of absence provided for under this Article shall be extended, **upon** application in writing to the Employer at least two (2) **weeks** prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

15.05 - Adoption Leave

(a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without **pay** for a period of up to seventeen (17) weeks duration or such greater time **as** may be

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required by the adoption **agency** concerned **up** to a maximum aggregate of six (6) months. Such employee shall advise the Hospital **as** far in advance as possible of having qualified to adopt **a child**, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

(b) It is understood that during any such leave, **credit** for service for the **purpose** of salary increment, vacations, sick leave or any **other** benefits **under** any provisions of the Collective **Agreement** or elsewhere **shall** be suspended during such **leave** and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits **in** which he **or** she is participating for the period of the absence. **Credit** for seniority during any such leave shall accrue **for a** period of ninety **(90)** days.

(c) An employee returning from adoption leave shall be reinstated in her **or** his former position **held** at the time of commencing such leave, **or a** comparable position if the **original position** is not available.

15,06 - Full-Time Union Office

Upon application by the Union, in writing, the Hospital will **give** reasonable consideration to **a** request for leave of absence, without pay, to an employee elected **or** appointed to full-time Union office. **It** is understood that not more than one (1)

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employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Service and seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 - Union Leave

(a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.

(c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of **days** of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

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(d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 - Personal Leave

The Hospital may, in its own discretion, grant leave of absence to any employee for legitimate personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Hospital. Except in emergencies, written application for leave of absence must be made at least two weeks (2) in advance of such leave.

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ARTICLE 16 - HOURS OF WORK

16.01 - Daily and Weekly Hours of Work

"It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules."

The regular working day for all employees covered by this agreement shall consist of seven and one-half hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one half hour each; such seven and one-half hour shift shall be worked within an eight hour period.

The work week for all full-time employees over a two week cycle shall be an average of thirty-seven and one-half hours,

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with an average of five working **days** per work week.

16.02 - Rest Periods

All **employees** will be allowed two rest periods of fifteen minutes duration each per shift, at a time **to be** designated by the **Employee's** supervisor. Such rest periods shall be without reduction of pay and without increasing the regular working hours.

Part-time employees shall be entitled to a paid **rest period** of fifteen **(15)** minutes for each three and three-quarter **(3 3/4)** hours of work during their shift.

16.03 - Time Off Between Shifts

In the **case** of departments **where** **employees** are required to rotate on the day, evening and/or night **shifts**, the Employer will endeavour to arrange shifts **such** that there will be a minimum **of** twenty-three (23) hours between the beginning of shifts and change over to **shifts** and of thirty-nine (39) hours if there is one **(1)** day off and sixty-three (63) hours if there are two (2) **days** off between the change over of shifts

16.04 - Weekends Off

In scheduling shifts the Hospital will endeavor to arrange schedules **so as** to provide for a **minimum** of eight weekends off in every twenty-four week period, **and**, in any event, at **least** one weekend off in each three week period. Where a weekend **off is not**

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granted within a three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless **the Hospital**, notwithstanding **its** best efforts, was unable to meet this standard. This standard shall not apply where:

.01 Such weekend work was performed by the employee to satisfy specific days off requested by such employees; **or**

.02 Such employee has requested weekend work, or **was** advised at the time of hire or when the job was **posted** that the regular schedule normally requires continuous weekend **work: or**

.03 Such **weekend** is worked as a **result** of an exchange of shifts with another employee: **or**

.04 the Hospital is unable to comply due to a prohibition against scheduling split days off.

.05 It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement **arising** out of the foregoing undertakings.

.06 The foregoing shall have no application where other scheduling arrangements are provided acceptable to the employer and the employees affected and approved by the Union.

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.07 It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) days in each week and ten (10) work days in each two (2) weeks, with the time off being given on consecutive days if it considers it to be necessary, and provided that the Hospital shall exercise its discretion in a reasonable manner. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital and by the decision of the Hospital as to the number of staff required to be on duty at any one time.

.08 Employees' regular work schedules are to be posted two (2) weeks in advance of the schedules becoming effective.

.09 When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Hospital for his return to work at least one regular working day prior to the time of his intended return. It is the employee's duty to keep the Hospital informed of his correct address and telephone number, and the Hospital will not be liable for any payment unless such arrangements have been made.

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ARTICLE 17 - PREMIUM PAYMENT

17.01 - Definition of Regular Straight Time
Rate of Pay

"For the purposes of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time rate of **pay** is that prescribed in **Wage** Schedule A of this agreement."

17.02 - Definition of Overtime
(Overtime Premium)

Authorized work performed in excess of seventy-five hours in a bi-weekly period or seven and one-half hours in any one day will be counted as overtime work and will be paid for at the rate of one **and** one-half times the employee's regular rate of pay, computed on a hourly basis.

It is hereby expressly understood and agreed that the provisions of this Article 17 are solely for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon **the** hours of work to be done per day or **per** week or otherwise, nor **as** a guarantee of working schedules.

Overtime pay shall also be paid for work performed before the scheduled starting time during an employee's scheduled time off, provided, however, that such additional **time** must **have been** authorized by the appropriate Department Head.

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No overtime will be paid where the time worked was a result of an exchange of shifts between employees.

17.03 - Reporting Pay

Full time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report to work.

17.04 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive stand-by pay in the amount of \$1.40 per hour for all hours on standby.

When an employee is called in to work the standby allowance per shift shall remain payable.

17.05 - Call Back

Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half their

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regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift at a rate of time and one-half after which they shall revert back **to the regular** shift,

Call-back pay shall **cover** all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from **the** time from the **first call**, it shall be subject to a second call-back **premium**, but in no **case** shall an employee collect two call-back premiums within one such three (3) hour **period**, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall **apply**.

Notwithstanding the foregoing an **employee who has worked his full shift** on a holiday and is called back shall receive the **greater** of 2 1/2 times his regular straight time hourly rate for **all** hours actually worked on such call-back or three (3) hours **pay** at time and one-half his straight time hourly rate, subject to the other provisions set out **above**.

17.06 - Shift Premium

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not

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form part of the employee's straight time hourly rate.

17.07 - Responsibility Outside the Bargaining Unit

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

17.08 - Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to **paid** holidays) **such** employee shall have the option of electing payment at the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half time.)

Where an employee chooses **the latter** option, such time **off** must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually **agreeable** to the Hospital **and** the employee, or payment in accordance with the former option shall be made.

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17.09 - Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

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ARTICLE 18 - ALLOWANCES

18.01 - Meal Allowance

When an employee is required to and does work for 3 or more hours of overtime after his normal shift he shall be provided with a hot meal, and four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, not more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

18.02 - Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$50.00 per year in a lump sum payment in the first pay period of November each year.

18.03 - Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five

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(35¢) per mile (to a maximum of *fourteen* dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such *taxi* fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 - Accident Prevention -
Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, **the** Hospital agrees to **accept as** a member of **its** Accident Prevention - Health & Safety Committee at **least** one (1) representative selected or appointed **by** the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential **dangers** and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings **shall be held every** second month or more frequently at the call of the Chair if required, The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall

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serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

(g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.02 - Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 1986 and on that date for each subsequent year, the Hospital will provide \$30.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

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ARTICLE 20 - PAID HOLIDAYS

20.01 The following days shall be recognized as holidays with pay for regular full-time employees:

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

In addition to the paid holidays set out in Article 20 employees shall be entitled to the following additional **paid** holiday.

Heritage Day: (If not proclaimed, the paid holiday will be taken as a float holiday by mutual agreement between the Employer and the Employee).

Provided that:

(a) He works as scheduled on his last scheduled day preceding the holiday and on his first scheduled day following the holiday unless excused in writing by the Administrator, and

(b) He works any time in the fifteen (15) day period beginning seven (7) days before the holiday and ending seven (7) days after the holiday. **The** only exception to compliance with section 20.01 (b) shall be if the period falls within an employee's vacation.

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In Section 20 (a) and (b) "holiday" means, for an employee, the day he's given off under Section 20.02.

20.02 A regular full-time employee **who** is required to work on **a** paid holiday **as** specified in Section 20.01 shall be **paid** at time **and** one-half for all such work performed and, at the discretion of the Employer be given either:

(a) One day at **regular** rate, or

(b) An extra day's pay at regular rate, within thirty (30) days of the said holiday or within the schedule cycle, whichever period is the longer.

20.03 Where an employee is required to work authorized overtime in excess of his regular scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.

20.04 Part-time employees working more than twenty-two and one half (22.5) hours per week shall be treated on **a** pro rata basis equivalent to the **paid** holiday benefits granted to a regular: full-time employee.

20.05 If one of the above named paid holidays occurs on an employees regular day off, or during his vacation period, the employee will receive one additional day off in lieu thereof.

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ARTICLE 21 - VACATIONS

21.01 - Entitlement and Calculation
Of Payment

Effective October 10, 1986, **and** subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of **June 30 shall be entitled** to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than three (3) years of continuous **service** as of their anniversary date shall be entitled to **two** (2) weeks annual vacation.

An employee who has completed three (3) years but less than eight (8) years of continuous **service** as of their anniversary date shall be entitled to three (3) **weeks** annual vacation with pay.

An employee **who** has completed eight (8) years but less than seventeen (17) years of continuous **service** as of their anniversary date shall be entitled to four (4) **weeks** annual vacation with pay.

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An employee who **has** completed seventeen (17) or more years of continuous **service** as of their anniversary date shall be entitled to five (5) weeks annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of **pay** times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 - Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

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ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 - Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

(a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.

(b) The Hospital agrees to **pay one** hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

(c) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include

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vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

(d) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

(e) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

22.02 - Change of Carrier

The Hospital may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

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22.03 - Pension

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

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ARTICLE 23 - INJURY AND DISABILITY

23.01 -- Workers' Compensation Injury

"In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of the accident."

23.02 - Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 - Sick Leave and Long Term Disability

.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at **least** equivalent to **that** described in the 1984 Hospitals of **Ontario Disability Plan (HOODIP)** brochure.

.02 **The** Hospital will pay seventy-five percent (75%) of the **billed premium** towards coverage of eligible employees **under** the long-term disability portion of the plan (HOODIP) or an equivalent plan), the employee **paying** the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the **disability** program, employees **on** the payroll **as of** the effective **date** of the **transfer with** three (3) months or more of **service** shall be deemed to have three (3) months of service, **For** the purpose of transfer to the long-term portion of the disability program, employees **will** be credited with their actual, service.

.03 Effective 1971 the existing accumulating **sick** leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits **which** are specifically dealt **with** hereinafter.

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Existing **sick** leave credits for each **employee** shall be converted to a sick leave bank to the credit of the **employee** at the then current per diem rate of pay based on **his regular** straight time hourly rate. The "sick leave bank" shall be utilized to:

(a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,

(b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.

(c) Where, as of the effective date of transfer, an **employee** does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

(d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an **employee** who has accumulated sick leave credits and is prevented from working for the Hospital on account of an

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occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the **Workers' Compensation Act**, the Hospital, on application from the employee, will supplement **the award made by** the Workers' Compensation Board for loss of **wages to the employee** by **such amount** that **the award of the Workers' Compensation Board for loss of wages, together with** the supplementation of **the Hospital, will equal one hundred percent (100%) of the employee's net earnings** to the limit of the employee's accumulated sick leave credits. Employees may **utilize** such sick leave credits while awaiting approval of a claim for Workers' Compensation.

.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

.05 The Hospital further agrees to pay employees an amount equal to any Loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

.06 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this **Agreement**.

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.07 In **order** to qualify for sick leave payment, an employee must **notify his superior as soon as possible and** at least one hour prior to the beginning of the employee's shift. The Hospital **reserves** the right to require proof of illness including medical employee's physician, or examination by a physician appointed by the Hospital, subject to the requirements of the H.O.O.D.I.P. plan before payment of **sick** leave is granted.

.08 When an employee **has** not been working because of illness, leave of absence or any other **cause**, it shall be his responsibility to arrange with the Hospital for his return to work at **least** one regular working day prior to the time of his intended return. It is the employee's duty to keep the Hospital informed of **his** correct address and telephone number, and the Hospital will not **be** liable for any payment unless **such** arrangements **have** been made.

ARTICLE 25 - COMPENSATION25,01 - Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25,02 - Promotion to a Higher
Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

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25.03 - Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in **excess** of one-half shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he **was** assigned the job.

25.04 - Job Classification

(a) When a **new** classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such **new** classification and notify the local **Union** of the same within seven (7) **clays**. If the local Union challenge⁶ the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) **days** after the receipt of notice from the Hospital of such **new** occupational classification and rate. Any **change** mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the **new** rate **was** given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The **decision** of the Board of Arbitration (or arbitrator **as the** case may be) shall be based on the relationship established by comparison

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with the rates for other classifications in the bargaining unit **having** regard to the requirement of such classification,

(b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes **such** classification to become **a** new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of **pay**.

(c) 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 classification.

(d) **The** parties **further** agree that any change mutually agreed to or awarded as **a** result of arbitration shall be retroactive only to the date that **the** Union raised the **issue** with the Hospital.

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WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'A'
AS AT NOVEMBER 16, 1986

POSITION	START	1	2
R.N.A.	1836 11.30	1852 11.40	1877 11.55
ORDERLY	1817 11.18	1831 11.27	1844 11.35
AMBULANCE DRIVE/ATTENDANT	2026 12.47	2043 12.57	2057 12.66
CENTRAL SUPPLY AIDE	1633 10.05	1644 10.12	1661 10.22
HOUSEKEEPING/ DIETARY/AIDE	1607 9.89	1622 9.98	1633 10.05
JANITOR	1737 10.69	1750 10.77	1765 10.86
SENIOR COOK	1784 10.98	1797 11.06	1810 11.14
COOK	1731 10.65	1744 10.73	1758 10.82

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WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'A'
AS AT NOVEMBER 16, 1986

POSITION	START	1	2
MAINTENANCE 'A'	2086 12.84	2098 12.91	2112 13.00
MAINTENANCE 'B'	1882 11.58	1893 11.65	1906 11.73
O.R. TECHNICIAN	1852 11.40	1872 11.52	1891 11.64

* PART-TIME RECEIVE 14% IN LIEU OF
FRINGE BENEFITS

Wages and Classification Premiums

The Hospital agrees that wages shall be paid by cheque or direct deposit on the regular pay day bi-weekly.

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ARTICLE 26 - OTHER PROVISIONS

.01 Each employee shall have access to his file for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of his Supervisor and the Union Steward if he so requests. On the date of interview each employee shall be given a copy of his evaluation at his request.

.02 Any letter of reprimand will be removed from the record of the employes twelve (12) months following the receipt of such letter, provided the employees record has been discipline free for such twelve month period.

.03 The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices.

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ARTICLE 27 - DURATION

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

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

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.02 - Term

This Agreement shall continue in effect until October 10, 1987 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend this Agreement.

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ARTICLE 28 - RETROACTIVITY

Retroactivity to November 16, 1985 shall apply only to the general wage increase and shall be paid on the basis of hours paid since that date.

The existing percentage in lieu of benefits will be calculated and paid on the retroactive payments for part-time employees.

Such retroactivity shall be paid within sixty (60) days of the date of the award.

Employees who have terminated their employment since November 16, 1985 shall be given notice by registered mail at their address last known by the Hospital, and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.



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LETTER OF INTENT

RE: LIABILITY INSURANCE

Upon request of the Local Union, and
and with reasonable notice, the
Hospital will provide a union
representative the opportunity to read
the provisions of the insurance policy
or policies as to employee liability
insurance coverage for the
classification of employees represented
by the Union.

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ADDENDUM TO AGREEMENT COVERING
PART-TIME BARGAINING UNIT EMPLOYEES
BETWEEN
WEST HALDIMAND GENERAL HOSPITAL
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 532
A.F. of L., C.I.O., C.I.C.

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ARTICLE 2 - SCOPE & RECOGNITION

The Hospital and the Union agree that all provisions of the Collective Agreement to which this **appendix is** attached should be incorporated into the appendix and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their applications to part-time employees.

The Hospital recognizes the Service Employees International Union, Local 532, A.F. of L., C.I.O., C.L.C. as the bargaining agent of all **employees** of the West Haldimand General **Hospital** at Hagersville regularly employed for not more than twenty-two and one-half (22 1/2) hours per week, save and **except** professional nursing staff supervisor or foreman and office staff and persons **above** the rank of supervisor.

ARTICLE 5 - UNION SECURITY

The Union membership and check-off shall be **as** set out in Article 3 of the full-time Agreement; of which this addendum is a part.

If the employee becomes regularly employed for more than twenty-two and one half (22 1/2) **hours** per week, continuously for seven (7) weeks, that employee will be automatically covered under the full-time Collective Agreement with equivalent accumulated seniority.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 - Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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Notwithstanding the **above**, employees hired prior to **October 10, 1986** will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with **this Article**.

For **purposes** of accumulation of seniority, transfer of seniority and service, progression on the **wage grid** and progression on the **vacation schedule**, all part-time employees' service and seniority shall be converted as at **October 10, 1986** on the following basis:

Employees' hours of service	
<hr/>	X 1725
1950	

= Converted hours of service

ARTICLE 11 - JOB POSTING

Where vacancies are posted for positions within **the** full-time bargaining unit and no applicants within the full-time unit are **successful** in **obtaining** the positions, applicants submitted for such posting from part-time employees will **be** considered under the job posting procedure **prior** to consideration of persons not employed by the Hospital.

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Dated this _____ day of
_____ 198 .

For The Union

For The Hospital

For the purpose of this Article, gross **earnings** include, in part, percentage in lieu of benefits and exclude vacation **pay**.

Employees **hired** prior to October 10, 1986 will be **credited with the service** they held **under** the Agreement expiring **November 15, 1985**.

**ARTICLE 22 - BENEFITS FOR PART-TIME
EMPLOYEES**

A part-time employee shall **receive** in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the **Hospital, as part of** direct compensation or otherwise, including holiday pay, save and **except:** salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty; bereavement **pay** and maternity supplemental unemployment benefits) an amount **equal** to 14% of his/her regular straight time **hourly** rate for all straight time hours **paid**.

ARTICLE 25 - COMPENSATION

25.05 - Wages

Employees covered by this Agreement, **shall** be paid the hourly rate equivalent of the applicable, full-time rate of the classification of which they are regularly employed.

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Dated this _____ day of
_____ 198

For The Union

For The Hospital

