

Unit No. 3

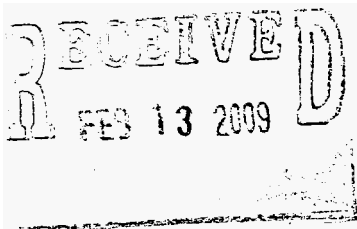
**SERVICE FULL-TIME COLLECTIVE AGREEMENT**

SOURCE	Union		
Eff.	2008	16	11
Term.	2009	10	10
No. of employees	0		
Initial	M		

**BETWEEN**

**MOUNT SINAI HOSPITAL**

(hereinafter called the "Hospital")



**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL ■ CANADA  
C.L.C.**

(hereinafter called the "Union")



**EXPIRES: OCTOBER 10, 2009**

**05495 (10)**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Mount Sinai Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

See the Local Provisions Appendix L2

## **ARTICLE 3 - MANAGEMENT RIGHTS**

See the Local Provisions Appendix L3

## **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 or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. 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.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Union Dues**

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notifications shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

#### **5.02 Interview Period**

A fifteen (15) minute period during which the Union can communicate confidentially with new employees hired into bargaining unit positions will be scheduled during the Hospital's general orientation program. The Hospital shall provide the Chief Steward or designate at least three (3) days in advance, with the known names of the new employees who will be attending.

#### **5.03 Employee Lists**

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25<sup>th</sup> day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the hospital agrees to provide the union with the information in an electronic format, (electronic mail) wherever possible the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

### **ARTICLE 6 - NO STRIKE/LOCKOUT**

6.01 There shall be no strike or lock-out as long as this Agreement continues to operate. The words "Strike or Lock-out" shall be as defined by The Labour Relations Act,

R.S.O. 1970, as amended.

## **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 \_\_\_\_ employees selected by the Union who have completed their probationary period (see L7). 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.

If, 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.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

### 7.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without **loss** of leave credits for 2 (two) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight, and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight Hospitals accordingly.

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

### 7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of \_\_\_\_\_ 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.

- (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.

#### **7.05 Labour-Management Committee**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

Where two or more agreements exist between a Hospital and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### **ARTICLE 8 – GRIEVANCE AND ARBITRATION**

- .01 For the purpose 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 to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his 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.

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 then 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 manager or designate. The employee may be accompanied by a Union steward. The manager or designate will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

## **Step 2**

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Director, Human Resources.

A meeting will then be held between the Director, Human Resources or designate 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 2, 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 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed.

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 Director, Human Resources 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 2 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** (a) 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 2 is given, the grievance shall be deemed to have been abandoned.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the

time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

- .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 (a) 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 of 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 of the Province of Ontario to appoint a chairman.
- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.
- .11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- .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 **(45)** days of work within any twelve (12) 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. Such extensions shall not be unreasonably denied. 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.

### **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 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 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 forty-eight (**48**) 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;

Note: The clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

#### 9.05 Effect of Absence

Unless otherwise provided in this Collective Agreement:

- (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.
- (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 for the period of the absence in excess of thirty (30) continuous calendar days, 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 thirty (30) months while an employee is in receipt of W.S.I.B. or LTD benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15)

weeks if an employee's absence is due to disability resulting in W.S.I.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 for the duration of the absence if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave (including the Employment Insurance period) or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 Any complaint or grievance having to do with the observance or non-observance of seniority rules may, however, be submitted to arbitration if the parties cannot mutually agree upon settlement.

## **ARTICLE 10 - JOB SECURITY**

10.01 (a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) **Staff Planning Committee**

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

## **Composition and Meetings**

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

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

## **Disclosure**

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

## **Accountability**

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

It is understood that all of the above shall be completed in a timely manner.

## **10.02 Notice of Lay-off**

### **(a) Notice**

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide the affected employee(s), if any, who will be laid off with no



less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - (i) reassignments will occur in reverse order of seniority;
  - (ii) the reassignment of the employee is to an appropriate permanent **job** with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
  - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
  - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
  - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
  - (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

### 10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of *two* (2) weeks' salary for each year of continuous service to a maximum of sixteen (**16**) weeks' pay, and on production of receipts from an approved educational program, within twelve (12) months of

resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four **(4)** weeks' salary and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within a classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

(c) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.

- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

- (d) A full-time employee who has completed one year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

#### **10.04 Regional Staff Planning Committees**

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

#### 10.05 Lay-off and Recall

(a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

(b) An employee who is subject to lay-off shall have the right to either:

(i) Accept the lay-off; or

(ii) 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 lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

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

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

(c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a lay-off 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..

(d) In determining the ability of an employee to perform the work for the

purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his 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.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.
- (i) An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (j) 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.
- (k) In the event that a lay-off 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 lay-off commenced.
- (l) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

#### **10.06 Benefits on Lay-off**

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

## ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of its intention to eliminate the position.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 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 name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 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 selection shall be made in accordance with Article .03 above.

11.05 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 writing, 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.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied 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.

11.07 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.

- 1.08 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 or an opportunity arises which allows the employee to change his or her permanent status.

## **ARTICLE 12 - NO CONTRACTING OUT**

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

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

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

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

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

## **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

### **13.01 Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except

for the purpose of instruction, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

### **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**

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where the Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

### **13.04 Ratio of RN's to RPN's**

At the time of considering whether or not to alter the ratio of R.N's to R.P.N'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.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and reasons for it. After full and complete disclosure to the Union, the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union: and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

### **13.05 RPN Utilization**

At the request of the Union, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

## **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 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- .04 Employees with one (1) or more years of continuous service who are subject to lay-off under the conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislations.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Bereavement Leave**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Hospital, in its discretion, may extend such leave with or without pay. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, uncle, niece or nephew. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

## 15.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to a 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 Hospital 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 Hospital shall pay the full costs associated with the courses.
- (d) Subject to operational requirements, the Hospital will make very reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment with the Hospital.

## 15.03 Jury and Witness Duty

- .01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
  - (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.
- .02 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.  
Where the employee's attendance is required during a different shift than he is

scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

#### 15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

#### 15.05 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10)

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

- (f) The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

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

#### **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 no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service 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 fourteen (14) 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).
- (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 ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

### 15.08 Pre-Paid Leave Plan

The Hospital agrees to introduce a **pre-paid** leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four **(4)** years' salary over a five (5) year period, in accordance with Part **LXVIII** of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six **(6)** months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve **(12)** month period as may be agreed upon by the employee, the focal Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four **(4)** years of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of the premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any given time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include
  - i. A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

- ii. The period of salary deferral and the period for which the leave is requested.
- iii. The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

### 15.09 Personal Leave

The Hospital may grant written leave of absence without pay to any employee for legitimate personal reasons including illness and accident.

Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

### 15.10 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

- 1) A personal illness, injury or medical emergency.
- 2) The death, illness, injury or medical emergency of an individual described in this Article.
- 3) An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the



purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

### **15.11 Compassionate Care Leave**

(The following clause is applicable to full-time and part-time employees). The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums)

- (a) Compassionate care leave will be granted to an employee for up to eight **(8)** weeks within a twenty-six (26) week period to provide care or support to a family member who is at **risk** of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 16 - HOURS OF WORK**

### **16.01 Daily and Weekly Hours of Work**

The regular work week for all employees shall average thirty-seven and one-half (37.5) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. The normal daily hours of work shall be seven and one-half **(7.5)** hours not including a one-half hour unpaid meal break.

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 the 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.

## 16.02 Rest Periods

- (a) All employees will be allowed two 15 minute rest periods, one (1) in each full half scheduled shift without reduction in pay or without increasing the regular working hours, except in cases of emergency where the rest period may be delayed.
- (b) When an employee performs authorized overtime work of at least three (3) hours' duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

## 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 of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

The employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the employer results from such exchange of shifts.

## 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 time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of time and one-half (1 1/2) times the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half hours in a tour of duty or seventy-five hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

It is understood and acknowledged that the Hospital has the right to require

employees to perform reasonable authorized overtime work.

Call back shall not be considered as hours worked for the purpose of this Article. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

### 17.03 Reporting Pay

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 herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for 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 standby pay in the amount of \$3.00 per hour for all hours on standby. Effective October 11, 2008, the standby pay shall be increased to \$3.20 per hour.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

### 17.05 Call Back

- (a) 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 four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of 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 four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) 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 four (4) 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 one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

#### **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 the employee shall receive an allowance of four dollars (\$4.00) 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 or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 ½), then time off shall be at time and one-half (1 ½) times).

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

#### **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.

#### **17.10 Weekend Premium**

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

## **ARTICLE 18 - ALLOWANCES**

### **18.01 Meal Allowance**

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) 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, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

### **18.02 Uniform Allowance**

See the Local Provisions Appendix L18.

### **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, (other than reporting to or off work for her regular shift) 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 cents (\$0.35) per km (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.

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (35) cents per kilometre unless the Hospital provides transportation between sites.

### **18.04 Tool Allowance**

See the Local Provisions Appendix L18.

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.01 Joint Health and Safety Committee**

See the Local Provisions Appendix L19.

### **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 1st of each year and on that date for each subsequent year the Hospital will provide \$80.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

### 19.03 Influenza Vaccine

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

- (i) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (ii) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iii) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iv) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (v) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (vi) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of his regularly 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.

### **20.02 Paid Holidays**

See Local Provisions Appendix L20 for designation of the 12 holidays.

20.03 In order to qualify for payment for the named holidays and under the provision of Article 20.04, an employee must work his regular scheduled working day immediately prior to and following the holiday unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business, all of which must be authorized by the Hospital.

20.04 Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at the rate of time and one half times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 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.

20.05 An employee who is absent on a public holiday after being posted to work forfeits all pay for that day.

20.06 If one of the twelve (12) holidays occurs during his vacation period, the employee will receive an additional day in lieu thereof.

20.07 For the purpose of determining entitlement to holiday pay, the shifts to be included in a holiday shall be those three shifts which actually commence on the holiday.

## **ARTICLE 21 - VACATIONS**

### **21.01 Entitlement and Calculation of Payment**

An employee who has completed less than one (1) year of continuous service as of their anniversary date of hire 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 two (2) years of

continuous service as **of** their anniversary date of hire shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (**5**) years of continuous service as of their anniversary date of hire shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than thirteen (**13**) years of continuous service as **of** their anniversary date of hire shall be entitled to four (**4**) weeks' annual vacation with pay.

An employee who has completed thirteen (13) years but less than twenty-two (22) years of continuous service as of their anniversary date of hire shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-two (22) but less than twenty-eight (**28**) or more years **of** continuous service as of their anniversary date **of** hire shall be entitled to six (6) weeks' annual vacation with pay.

An employee who has completed twenty-eight (28) or more years of continuous service as of their anniversary date of hire shall be entitled to seven (**7**) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventy (**7<sup>th</sup>**) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

Vacation pay shall be calculated on the basis of the employees' regular straighttime 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 either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.



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

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

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## 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 enrolment requirements.

- (a) The Hospital agrees to pay one hundred per cent (100%) of the billed premiums 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.
- (b) 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 \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of \$300.00 and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.00.

In addition to the standard benefits, effective the first deduction date the month after the award coverage will include vision care (maximum of \$200.00 every twenty-four (**24**) months plus bi-annual eye exams) as well as a hearing aid allowance (cost of acquisition per individual every thirty-six (36) months).

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.

- (c) 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 **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.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premium 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. Dental recall including preventative services is every nine (**9**) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.
- (e) Benefits on Early Retirement

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

## 22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than **OHIP**) provided the benefits conferred thereby are substantially the same. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

The participating hospitals and **SEIU** agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:

- The methods by which the investigation will take place
- Identify potential sources of funding for investigation of the benefits Trust.
- Identification of the appropriate method to determine the feasibility of the Trust.

### **22.03 Pension**

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

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

On date of hire or during appropriate orientation the Hospital will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

22.04 The parties agree that any and all surplus or excess, credits or refunds, or reimbursements under whatever name, that may arise, during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation than the total amount paid by the Hospital at the commencement of the Agreement as premium payments for present health services, shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

## **ARTICLE 23 - INJURY AND DISABILITY**

### **23.01 Workers' Compensation Injury**

In the case of an accident which will be compensated by the Workers' Safety and insurance Board, the employer will pay the employee's wages for the day of the accident.

## **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 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.

- .02 The Hospital will pay seventy-five per cent (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 Not applicable (re use of sick credits)
- .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 Workplace Safety and Insurance Board 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 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 **Unemployment Insurance Rebate**  

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's employment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- .09 **Pay for Medical Certificates**  

The Hospital shall pay the full cost of any medical certificates required of an employee.

**24.02 Workplace Safety and Insurance Board Benefits and Sick Leave**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final

determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 25 - COMPENSATION**

### **25.01 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 service for everyone (1) year 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 in 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).

### **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 of a 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 and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that

notice of the 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 with the rates for other classifications in the bargaining unit having regard to the requirements 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 classifications.
- (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.

#### 25.05 Wages and Classification Premiums

See Local Provisions Appendix L25

#### 25.06 **Job** Descriptions

##### Full-time and Part-time

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

### ARTICLE 26 - RELATIONSHIP

26.01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

## **ARTICLE 27 – EDUCATION FUND**

27.01 If the local union indicates to the Hospital that a special assessment of \$0.03 per hour for union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEIU Local Union for this purpose.

## **ARTICLE 28 – PROFESSIONAL RESPONSIBILITY**

28.01 The following provision will be effective the date of ratification and will expire on October 9, 2004.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

### **28.02 RPN Certification**

(The following Article is applicable to RPN's only)

A nurse is required to present to the Chief Nursing officer or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration *is* suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be

no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Where the Hospital uses the College of Nurses of Ontario automated registration process, it is understood that such date may be later than the usual registration date.

## **ARTICLE 29 - DURATION**

### **29.01 Renewal**

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 for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

### **29.02 Term**

This Agreement shall continue in effect until October 10, 2009 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of the parties.

## **ARTICLE 30- MISCELLANEOUS ITEMS**

See Local Provisions Appendix L30

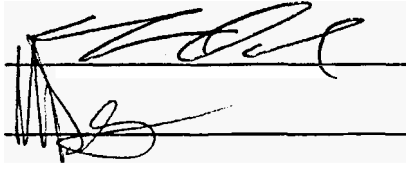


**ARTICLE 31 – SUPERIOR CONDITIONS**

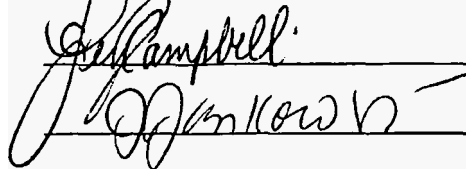
The parties agree that current Superior Conditions shall **be** maintained.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**

  
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**FOR THE HOSPITAL**

  
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TO:ws

**WORKLOAD REVIEW FORM**

Employees to complete every section

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_ Department \_\_\_\_\_

Type of Work Being Performed

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To correct this problem, I/we recommended:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Title of Immediate Supervisor Notified

\_\_\_\_\_

Date/Time of Notification

\_\_\_\_\_

Response

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/we do not agree with the resolution of my concern.

\_\_\_\_\_

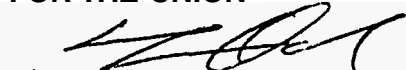
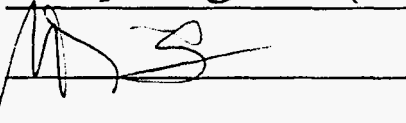
**LETTER OF UNDERSTANDING**

**Re: Local Health Integration Networks  
(Full-time and Part-time)**

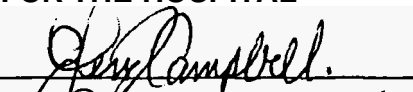
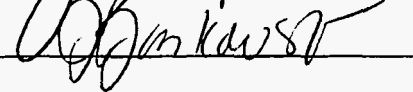
The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning committee, in accordance with Article 10.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**

  
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**FOR THE HOSPITAL**

  
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**LETTER OF UNDERSTANDING**

**Re: Transformation in Health Care  
Full-time and Part-time**

**Seniority Recognition**

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

**Right to Return or Transfer**

Employees who are relocated/transferred\* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

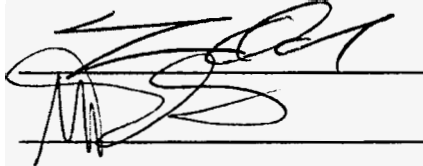
Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that 24 month period.

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

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

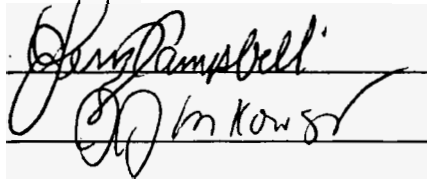
SIGNED AT Toronto, this 23 day of December 2008

FOR THE UNION



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FOR THE HOSPITAL



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**LETTER OF INTENT**

**Re: Staff Planning Committee and Charney Board**

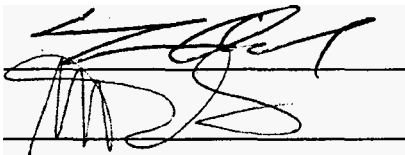
The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a sole arbitrator chaired by one of L. Davie, G. Charney, S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitalsto discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**



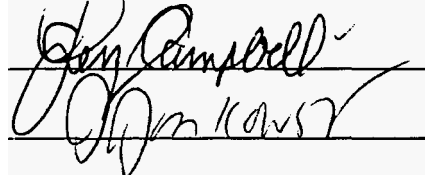
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**FOR THE HOSPITAL**



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LETTER OF INTENT

Re: Joint Nursing Initiatives Council

The parties agree to form a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1 Canada and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

The Committee will consist of three members from each party (not including staff members). The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the nursing initiatives council will be:

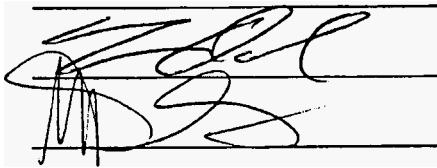
- To promote the full scope of practice for RPNs, and assess the current and potential economic efficiencies with a commitment to provide the highest standards of quality patient care.
- To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix in the best interest of patient care.
- To promote and expand nursing education and life long learning as it relates to the College of Nurses of Ontario professional standard.
- To provide information and support of RPNs through open communication.

The nursing initiatives council will:

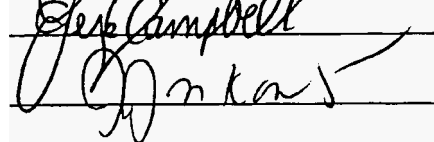
- Meet within 90 days following ratification of the Memorandum of Settlement.
- Seek advice and participation from such professional practice researchers and others (e.g. College of Nurses) as the Nursing council deems appropriate.
- Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
- The nursing council will be c-chaired by a hospital representative and a representative from SEIU.
- The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1 Canada RPN division.
- The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

SIGNED AT Toronto, this 23 day of December 2008

FOR THE UNION



FOR THE HOSPITAL



**LETTER OF INTENT**

**Re: Innovative/Flexible Scheduling**

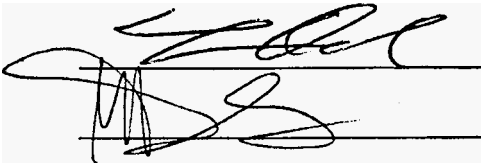
Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

Such innovative schedules may be subject to the following principles:

- (a) These schedules may pertain to full-time and/or part-time employees.
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**



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**FOR THE HOSPITAL**



Two handwritten signatures in black ink on a light grey background. The first signature is a cursive name, and the second is a more stylized signature.

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**MODEL AGREEMENT  
EXTENDED SHIFT ARRANGEMENTS  
BETWEEN**

**“THE HOSPITAL”**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

The local parties hereby agree, subject to the approval of the Ministry of Labor, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

**ARTICLE 1- WORK UNIT AND EMPLOYEES COVERED**

(Detailed and specific description of department and employees covered)

**ARTICLE 2- PROBATION**

2.1 It is understood that a new employee working extended shifts will **be** considered on probation until ~~he~~/she has completed three hundred and thirty-seven and one-half (337 ½) hours of work (45 x 7.5 hours = 337.5)

In all other respects the terms of probation will be in accordance with the collective agreement.

**ARTICLE 3 - HOURS OF WORK**

3.1 The normal or standard extended workday shall be \_\_\_\_\_ hours per day.

3.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide \_\_\_\_\_ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in



payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the \_\_\_\_\_ hour period.

Where the \_\_\_\_\_ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

#### **ARTICLE 4- SCHEDULING**

(Scheduling conditions to be determined locally i.e. weekends off, consecutive shifts worked, etc.)

#### **ARTICLE 5 - OVERTIME**

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_\_(weekly/pay-periods).

#### **ARTICLE 6- REST AND MEAL PERIODS**

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- 6.2 (The length of the meal period to be determined locally)

#### **ARTICLE 7- SICK LEAVE AND LONG-TERM DISABILITY**

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

#### **ARTICLE 8 - PAID HOLIDAYS**

(Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).
- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except

in those hospitals which have a different standard work day in which case the holiday pay will be based on the standard or normal daily hours in that hospital.

**ARTICLE 9 - VACATION**

9.1 Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time bargaining units only)

As set out in the collective agreement.

**ARTICLE 10 - TEMPORARY TRANSFERS**

10.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended hours.

**ARTICLE 11 - RESPONSIBILITY ALLOWANCE OUTSIDE THE BARGAINING UNIT**

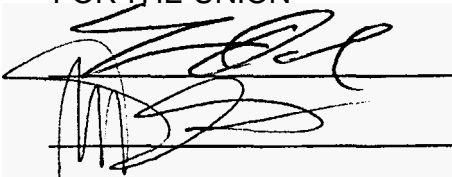
In Article 17.07 of the collective agreement, replace "in excess of one-half a shift" with "after 3.75 hours" for extended hours.

**ARTICLE 12 - TERMINATION**

12.1 Either party may, on written notice of \_\_\_\_\_ (days/weeks) to the other party, terminate the Agreement for any reason.

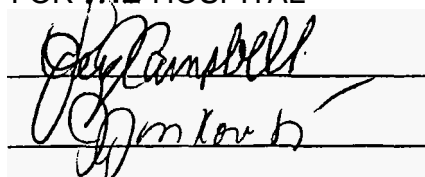
SIGNED AT Toronto, this 23 day of December 2008

FOR THE UNION



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FOR THE HOSPITAL



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**LETTER OF UNDERSTANDING**

**Re: Part-time Call-In**

**(Part-time)**

Where the parties agree at the local level, part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

Note: Not applicable at Mount Sinai Hospital 2006-2009 round of bargaining.

**SIGNED AT** Toronto, this 23 day of December 2008

**FOR THE UNION**



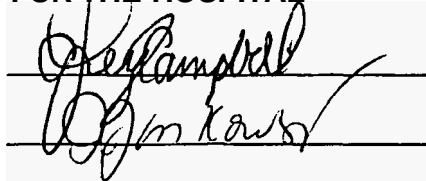
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**FOR THE HOSPITAL**



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**LETTER OF UNDERSTANDING**

**Re: Joint Health and Safety Initiatives Council**

In recognition of the shared interest by Hospitals and SEIU in employee health, safety and wellness, the parties will establish a Joint Council to gather information, discuss and make recommendations on the health, safety and wellness of SEIU represented employees in the workplace. The council will be comprised of equal representation from the OHA and SEIU.


The parties will invest in this Council the authority and, on a cost shared basis, the funds it needs to fulfil its mandate. Specifically, the mandate of the Council may include, but is not limited to, the following:

- The council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study.
- The use of experts in employee health, safety and wellness, if required.
- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc...).
- For the purposes of this council, items may include, but are not limited to, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.
- The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.
- The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.

The parties will meet within 90 days of the ratification of the Memorandum of Settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

SIGNED AT Toronto, this 23 day of December 2008

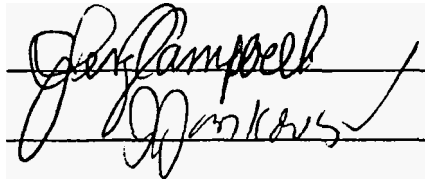
**FOR THE UNION**



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**FOR THE HOSPITAL**



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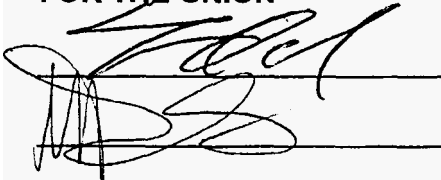
**LETTER OF INTENT**

**RE: LIABILITY INSURANCE**

Upon request of the Local Union, 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 classifications of employees represented by the Union.

SIGNED AT Toronto, this 23 day of December 2008.

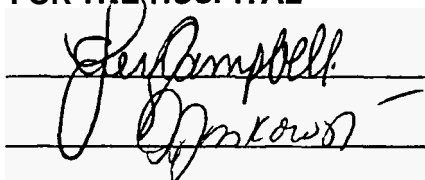
**FOR THE UNION**



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**FOR THE HOSPITAL**



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**LETTER OF INTENT**

**Re: Joint Benefits Review Committee**

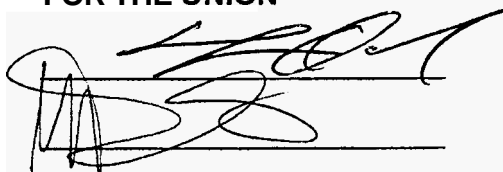
The central parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

- Topic of and make recommendations regarding modified work and HOODIP within a six (6) month period.
- Entitlement and costs associated with the insured benefit coverage provided to active and retired employees; and
- Where possible, review and evaluate the findings of other committees established to discuss benefits.

The committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**

Handwritten signatures for the Union, including a large signature and a smaller one below it, both on a horizontal line.

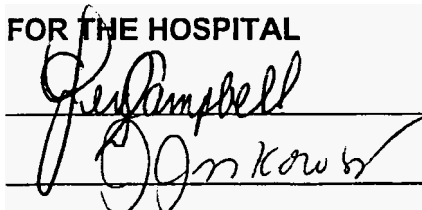
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**FOR THE HOSPITAL**

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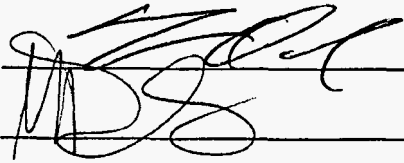
**LETTER OF INTENT**

Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within ninety (90) days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

SIGNED AT Toronto, this 23 day of December 2008.

**FOR THE UNION**



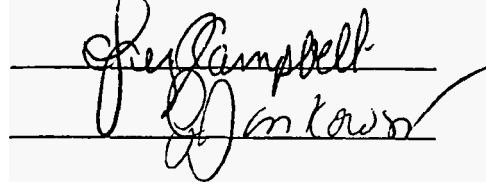
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**FOR THE HOSPITAL**



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**LETTER OF UNDERSTANDING**

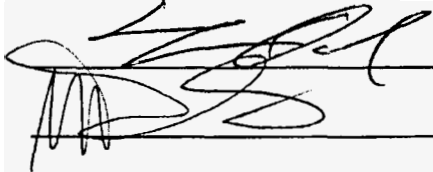
**RE: VOLUNTARY PART-TIME BENEFITS**

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefits programs set out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

SIGNED AT Toronto, this 23 day of December 2008

**FOR THE UNION**



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**FOR THE HOSPITAL**



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## LOCAL PROVISIONS APPENDIX

### ARTICLE L2 SCOPE AND RECOGNITION

- (a) Whereas the Union represents a majority of the employees, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors, stationary engineers, office staff and persons regularly employed not more than twenty-four **(24)** hours per week.
- (b) This agreement applies to all employees referred to in the first paragraph hereof, and particularly to those set out in the schedule of job classifications and wage rates hereinafter provided.
- (c) The Union is hereby established as the exclusive bargaining agency for all employees in the classification referred to in paragraph L2(a) hereof and the Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this agreement.

### ARTICLE L3 MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause provided that a claim **of** discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (b) Establish and enforce reasonable rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement;
- (c) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, methods and procedures, equipment to be used, the allocation and number of employees required from time to time, over time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

## ARTICLE L7 UNION REPRESENTATION AND COMMITTEES

### Grievance Committee

The Hospital acknowledges that any of the appointed Stewards are authorized to file a grievance. No more than two (2) Stewards shall be paid for attending a grievance meeting with management and one of these *two* Stewards should be the Chief Steward, if possible. The Union Business Agent and no more than one other Steward may also attend the grievance meetings.

### Union Stewards

The Hospital will recognize a total of 13 Stewards from the full- time and part-time bargaining units to represent the following areas:

- 3 Nutrition and Food Services
- 3 Building Services, including Housekeeping
- 2 Materials Management
- 5 All Other Areas (but no more than one from the same department/area)

The Hospital will also recognize one of the above as the Chief Steward. The Chief Steward will be allowed one (1) day per month with pay to conduct union business. The day will be mutually agreeable, but not unreasonable denied by the employer with the exception of patient care requirements. Where possible the parties will predetermine the specific day each month.

Subject to Article 7.02, the Hospital agrees to grant up to an aggregate of twenty days (150 hours) per calendar year of release time with pay for union stewards and/or chief stewards to perform union business. Such paid time for union matters shall be in addition to such other time devoted to union matters as provided elsewhere in this agreement.

The Hospital shall be advised in writing of the names of the stewards and the members of the Negotiating and Grievance Committee and shall be notified in writing of any changes made from time to time. To be eligible to be recognized as a Committee member or a Steward an employee must have completed her probationary period and have acquired seniority in the bargaining unit and be employed by the Hospital in a classification within the bargaining unit.

Stewards as appointed are permitted to wear appropriate identifying lapel pin as supplied by the Union.

### Labour Management Committee

It is understood that the Hospital may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers, or Committee members, or members and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

### Local Negotiating Committee

The number of employees on the Local Negotiating Committee shall be four (4) and these members will represent all SEIU Service bargaining units and the members may be from any of the Service bargaining units.

### **ARTICLE L9 SENIORITY**

A seniority list will be supplied to the Union by the Hospital on or about the 30th day of May and 30th day of November of each year.

The Employer further agrees to provide a fresh seniority list when Article 10.01 is invoked.

### **ARTICLE L15 UNION LEAVE**

Further to Article 15.07 the Hospital may grant leaves of absence without pay for up to an aggregate total for all leaves of fifty (50) days during each calendar year. Such leaves may be granted to not more than three (3) employees at any time and to not more than one (1) employee from the same area.

### **ARTICLE L16 HOURS OF WORK**

#### Weekends ~~off~~

- (a) In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide 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 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:
- (i) Such weekend work was performed by the employee to satisfy specific days *off* requested by such employee; or
  - (ii) 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
  - (iii) Such weekend is worked as a result of an exchange of shifts with another employee; or
  - (iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

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.

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

- (c) No employee will be scheduled to work more than seven (7) consecutive days.
- (d) Work schedules shall **be** posted no less than twenty-eight (28) days in advance.
- (e) Days off shall **be** consecutive except when management considers that it is not practicable to do so. The Hospital hereby undertakes to use its best efforts consistent with proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution thereof among the employees.
- (f) Where the Hospital requires employees to sign in and out, **he/she** will sign his/her name at the commencement of the shift and on completion of the shift. Should the employee arrive late for his/her scheduled shift or leave early **he/she** will be required to note the time of arrival or departure. Time in and out must also be noted for the purpose of recording overtime.
- (f) There will be a 10 minute wash-up period for employees of the Engineering Department immediately before the end of their shift.

## **ARTICLE L18 ALLOWANCES**

### Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **\$70.00** per year in a lump sum payment in the first pay period of November of each year.

Effective December 9, 2001 if the Hospital requires an employee to wear a uniform, then the Hospital will either provide the uniforms or provide a uniform allowance of up to **\$125.00** a year payable the first full pay period of November each year, upon submission of receipts to the employee's **manager/designate**. The Hospital also agrees to continue to launder those uniforms currently laundered by the Hospital.

The Hospital will maintain its current practice of supplying uniforms to Service Assistants. Effective February 1, 2002 Service Assistants will receive **5** uniforms at the time of hire and **5** replacement uniforms every January thereafter, provided they have worked full-time for at least the preceding **6** months.

## Tool Allowance

The Employer agrees to continue current practice with respect to the issuance of tool allowance.

## **ARTICLE L19 HEALTH AND SAFETY**

### Accident Prevention-Joint Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention – Joint Health and 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 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 – Joint Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a

Hepatitis B vaccine.

## ARTICLE L20 PAID HOLIDAYS

- (a) The Hospital undertakes to grant the following holidays with pay on the day on which they fall to all employees covered by the Agreement:

New Year's Day	Civic Holiday*
Good Friday	Labour Day
Easter Monday*	Thanksgiving Day
Victoria Day	Christmas Day
July 1st	Boxing Day

- (b) An employee will be granted two float holidays each calendar year. These float days are to be taken during that same calendar year at a time mutually agreeable to the employee and the employee's supervisor.
- (c) On an individual basis an employee can request to substitute annually up to two (2) religious holidays for the same number of non-legislated holidays(\*) from the list above. An employee must submit their request, in writing, to their Supervisor, by December 1st each year stating the specific religious holidays they are requesting to take and the specific non-legislated holidays they request be substituted. Should the request be approved payment for the days worked that are included in the list above will be at the employee's regular straight time hourly rate however, any overtime hours worked on these days will be paid at the applicable overtime rate.
- (d) In the event that Heritage Day or some other day *is* proclaimed as a public holiday by the Government of the Province of Ontario, such day shall be substituted for one of the holidays referred to in (b) above. Any employee who has taken both the holidays provided for in this clause prior to a new public holiday being proclaimed, shall be deemed to have taken the day in lieu of the proclaimed public holiday and shall not be entitled to another holiday under this clause in the year in question.

## ARTICLE L21 VACATIONS

- (a) Vacations may be taken at any time of the year that is mutually acceptable to the parties. Requests for vacation shall be submitted in writing to the employee's immediate supervisor or his appointee at least eight (8) weeks before the time at which the employee proposes to commence his vacation provided that there shall be a vacation requests schedule posted in the middle of the month of February of each year in each area of the Hospital covered by this Agreement. Only if there is a conflict in requests made in the first eight (8) weeks after the schedule is posted, shall seniority prevail. Thereafter, vacations shall be scheduled on a first come, first served basis with no regard to seniority.

- (b) It is understood and agreed that vacation weeks are not necessarily continuous, where an employee has accumulated vacation with pay credits of three or four weeks. In such a case the employee may be required to split his vacation into a two-week and one-week period, or a two-week and two-week period to be taken at different times of the year.
- (c) An employee may accumulate an extra five (5) days of vacation beyond their yearly entitlement.
- (d) On termination of employment, employees shall be entitled to vacation pay based on their outstanding vacation credits accrued in accordance with Article 21.01.

## **ARTICLE L25 WAGES AND CLASSIFICATION PREMIUMS**

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedule "A" attached hereto and forming part of this Agreement.

## **ARTICLE L28 ACCESS TO HUMAN RESOURCES FILES/ PERFORMANCE EVALUATIONS**

- (a) Each employee shall have reasonable access to his/her Human Resources/Occupational Health and Safety file for the purpose of reviewing the contents therein. Such request will be made by the employee to the Human Resources Department/Occupational Health and Safety Department and will be reviewed in the presence of the Director of Human Resources or her delegate the Director of Occupational Health and Safety Department or her delegate.
- (b) Each employee will be given a copy of his/her performance evaluation. The employee will sign such evaluation as having been read and shall have the opportunity to add his/her views to such evaluation.

## **ARTICLE L30 MISCELLANEOUS**

### Pay Days

- (a) Any discrepancies to an employee's direct deposit pay will be corrected on the next regular direct deposit pay. In the event the discrepancy is for at least 7.50 hours regular pay and the error was made by the Hospital, the employee may request through their manager/designate a manual cheque. Payroll will issue the manual cheque within 48 hours of the employee's manager/designate notifying Payroll of the Hospital's error. Saturdays, Sundays and paid holidays are not included in the forty-eight (48) hour period.

- (b) Employees are paid every two **(2)** weeks by direct bank deposit. The pay stubs are issued to Managers/designates the afternoon prior to payday. Paydays are every second Friday and include hours worked/paid for the fourteen (14) days up to and including the Saturday prior to pay day. Should a Friday payday fall on a day when banks are closed due to a religious or other holiday then the Hospital will endeavor to process the direct deposit pay the last business day immediately prior to the holiday.

#### General Working Conditions

- (a) Locker facilities will be provided for the employee's convenience when such become available.
- (b) Employees are not to be held liable for accidental breakage of dishes during the course of their employment, except that those who are habitual offenders in this respect, may be charged a reasonable amount for breakage due to carelessness or negligence.

#### Letters of Reprimand

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee after the equivalent of twenty-four **(24)** months following the receipt of such letter provided that the employee's record has been discipline free for such twenty-four (24) month period. In the event an employee is absent for more than thirty (30) consecutive calendar days during the twenty-four **(24)** month period that period will be extended by the whole length of the employee's absence.

#### Bulletin Boards

- (a) The Hospital agrees to supply three (3) bulletin boards for the posting of Union notices. One such bulletin board will be located outside the main Human Resources Office. Such notices may also be posted in the locker rooms provided all notices bear the signature of an authorized officer or steward of the Union and an authorized officer of the Hospital.
- (b) The Hospital agrees to supply a message box capable of being locked for the use of the Chief Steward.
- (c) The Hospital will prepare and post on the bulletin board provided for this purpose, the names of all stewards, their departments, hospital locals and the areas for which they are responsible.

#### Meal Period

Each employee shall be allowed thirty (30) minutes for meals on his own time, which meal time shall be continuous and uninterrupted except in cases of emergency.

#### Printing

After joint consultation, the Union and the Hospital will share equally the printing cost of this Agreement.



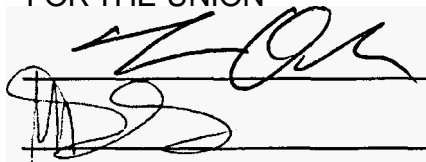
**LETTER OF UNDERSTANDING**

**Re: Drug Cards**

The Hospital and the SEIU agree that the Hospital will explore the feasibility of providing full-time SEIU members with drug cards.

SIGNED AT Toronto, this 23 day of December 2008

FOR THE UNION

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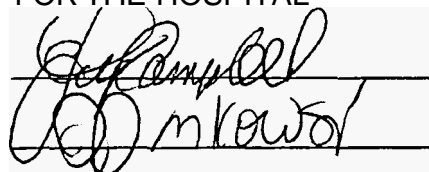
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FOR THE HOSPITAL

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**LETTER OF UNDERSTANDING**

**Between**

**Mount Sinai Hospital  
(The Employer)**

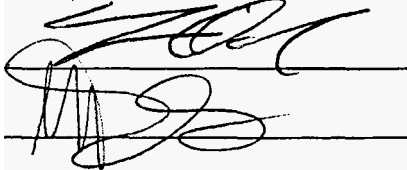
**And**

**Service Employees International Union  
Local 1 Canada  
(The Union)**

The parties agree that during the term of this Collective Agreement they will meet and discuss any issues that arise out of the Engineering Department relating to the employees having to work at other sites and taking their own tools. If the parties are unable to resolve any outstanding issues relating to the above, they agree that either party may submit the unresolved issue to the grievance/arbitration process for resolution.

SIGNED AT Toronto, this 23 day of December 2008

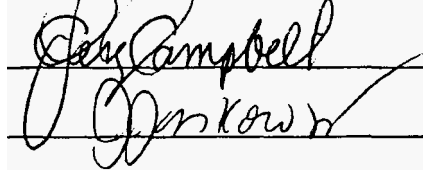
**For The Union**



Two handwritten signatures in black ink on a light gray background, positioned above two horizontal lines.

Four horizontal lines for additional signatures or text.

**For The Hospital**



Two handwritten signatures in black ink on a light gray background, positioned above two horizontal lines.

Four horizontal lines for additional signatures or text.

**Letter of Understanding**

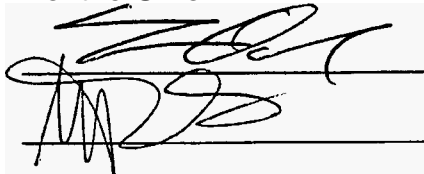
**Re: Mail Room**

The parties agree that, on a without prejudice or precedent basis, the following provisions will apply to the Mail Room Operations at Mount Sinai Hospital.

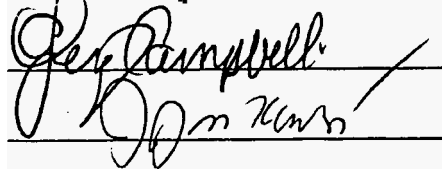
1. The position of Mail Clerk will fall within the scope of the Service Employees Bargaining Unit, Local 1 Canada.
2. Seniority earned by an incumbent Mail Clerk in the Clerical Employees Bargaining Unit will be transferred to the Service Employees Bargaining Unit, Local 1 Canada.
3. The position of Supervisor, Mail Room will be recognized as a position within the scope of the Clerical Employees Bargaining Unit, Local 1 Canada.
4. The years of active service of the incumbent Supervisor, Mail Room will be recognized as seniority within the Clerical Employees Bargaining Unit, Local 1 Canada.
5. The position of Supervisor, Mail Room will be renamed to Co-ordinator, Mail Room and will be included in the same wage grid as the Clerical Co-ordinator position. The incumbent's hourly rate will remain unchanged until October 11, 2007 at which time she will be placed on Step 3 of wage grid.
6. All changes will take effect the date of ratification.
7. The union will withdraw the grievance that challenges the Supervisor, Mail Room position.

Signed at Toronto this 23 day of December, 2008.

**For the Union**

  
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**For the Hospital**

  
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**Letter of Understanding**

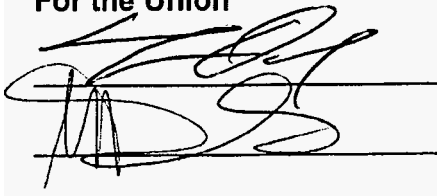
**Re: Part-time & Casual Scheduling**

The Hospital and SEIU agree that should conflict arise between the parties concerning the scheduling of part-time employees in either the Service or Clerical bargaining unit with respect to part-time/casual employees working full-time hours, such conflict will be directed to the Unit/Department Manager and the Chief Steward before the grievance process can be accessed.

Should the parties be unable to achieve resolution through the exchange contemplated above, the issue may then be forwarded to the grievance procedure as applicable.

Signed at Joronto this 23 Day of December 2008.

**For the Union**



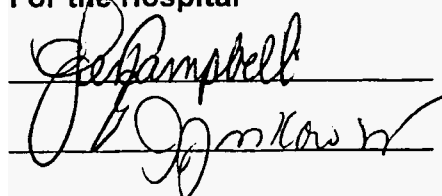
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**For the Hospital**



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**Letter of Understanding**

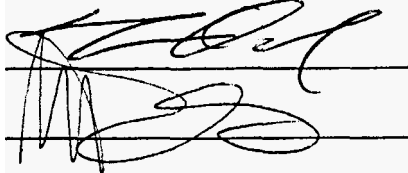
**Re: Process to Determine Job Comparison**

The Hospital and SEIU agree to meet on or before October 19, 2007 to determine a process through which to determine a method of streamlining the evaluation of Clerical and Service positions.

Should the parties fail to determine a process the parties can then pursue resolutions to individual job classification conflicts through the Grievance/Arbitration Procedure.

Signed at Jointly this 23 day of December 2008.

**For the Union**



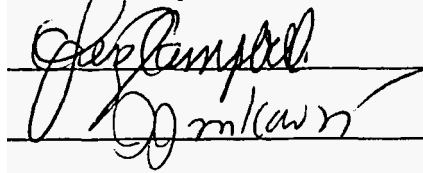
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**For the Hospital**



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**SEIU SERVICE SALARY SCALES**

CLASSIFICATION	REFFECTIVE DATE	START	5th Month	1st Yr	2nd Yr	3rd Yr
<b>Clerk - Mail Room</b> <i>(Moved from SEIU Clerical to Service)</i> <i>Effective July 12, 2007</i>	Oct 11/06[2.75%]	15.714		16.182	16.689	17.171
	Oct 11/07[3.0%]	16.186		16.668	17.190	17.686
	Oct 11/08[2.6%]	16.607		17.101	17.637	18.146
<b>General Helper Porter Housekeeping Attendant Aide II – Dietary Hospitality Food Service Worker</b>	Oct 11/06[2.75%]	18.293		18.666		
	Oct 11/07[3.0%]	18.842		19.226		
	Oct 11/08[2.6%]	19.332		19.726		
<b>Dispatch Assistant</b>	Oct 11/06[2.75%]	18.436		18.926		
	Oct 11/07[3.0%]	18.990		19.493		
	Oct 11/08[2.6%]	19.483		20.000		
<b>CSR Operator Aide I (CSR, Del. Room, Nursery, Endo, OR) SPD Technician</b>	Oct 11/06[2.75%]	18.839		19.241		
	Oct 11/07[3.0%]	19.404		19.819		
	Oct 11/08[2.6%]	19.908		20.334		
<b>Maintenance Helper Cook II</b>	Oct 11/06[2.75%]	18.840		19.253		
	Oct 11/07[3.0%]	19.405		19.831		
	Oct 11/08[2.6%]	19.910		20.346		
<b>Service Assistant OR Attendant</b>	Oct 11/06[2.75%]	19.051		19.292	19.536	19.780
	Oct 11/07[3.0%]	19.623		19.871	20.123	20.373
	Oct 11/08[2.6%]	20.133		20.388	20.646	20.903

SEIU SERVICE SALARY SCALES

CLASSIFICATION	DATE OF CHANGE	START	1st Month	1st Yr	2nd Yr	3rd Yr
O.R. Instrument Technician (Title change from OR Instrument Aide) Effective July 12, 2007	Jul 12/07 [new scale]	19.851		20.092	20.336	20.580
	Oct 11/07 [3.0%]	20.447		20.695	20.947	21.197
	Oct 11/08 [2.6%]	20.979		21.233	21.491	21.748
Cook I Receiving Dock Porter	Oct 11/06 [2.75%]	19.160		19.560		
	Oct 11/07 [3.0%]	19.735		20.147		
	Oct 11/08 [2.6%]	20.248		20.671		
Endoscopy Technician	Oct 11/06 [2.75%]	19.509		20.324		
	Oct 11/07 [3.0%]	20.095		20.934		
	Oct 11/08 [2.6%]	20.617		21.478		
SR OR Instrument Technician (Title change from SR OR Instrument Aide) Effective July 12, 2007	Jul 12/07 [new scale]	20.309		21.124		
	Oct 11/07 [3.0%]	20.919		21.758		
	Oct 11/08 [2.6%]	21.463		22.324		
Equipment Technician	Oct 11/06 [2.75%]	21.265	21.657			
	Oct 11/07 [3.0%]	21.903	22.306			
	Oct 11/08 [2.6%]	22.472	22.886			
Transportation Technician	Oct 11/06 [2.75%]	20.216		20.603		
	Oct 11/07 [3.0%]	20.822		21.221		
	Oct 11/08 [2.6%]	21.364		21.773		
Trades Helper	Oct 11/06 [2.75%]	20.216		21.162		
	Oct 11/07 [3.0%]	20.822		21.796		
	Oct 11/08 [2.6%]	21.364		22.363		

**SEIU SERVICE SALARY SCALES**

Job Description	Effective Date	Start	End	1st Yr	2nd Yr	3rd Yr
Maintenance Technician Painter	Oct 11/06[2.75%]	22.513	22.903			
	Oct 11/07[3.0%]	23.189	23.590			
	Oct 11/08[2.6%]	23.791	24.203			
Carpenter	Oct 11/06[2.75%]	23.675	24.064			
	Oct 11/07[3.0%]	24.386	24.786			
	Oct 11/08[2.6%]	25.020	25.430			
Electrician HVAC Mechanics Carpenter/Locksmith Plumber/Steamfitter	Oct 11/06[2.75%]	25.081	25.496			
	Oct 11/07[3.0%]	25.833	26.261			
	Oct 11/08[2.6%]	26.505	26.944			
Senior Electrician	Oct 11/06[2.75%]	25.750	26.164			
	Oct 11/07[3.0%]	26.523	26.949			
	Oct 11/08[2.6%]	27.212	27.649			