

222 employees

Unit No. 24B

COLLECTIVE AGREEMENT

BETWEEN

BRANT COMMUNITY HEALTHCARE SYSTEM

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N
A.F. OF L., C.I.O., C.L.C.,

PART-TIME SERVICE

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COLLECTIVE AGREEMENT

BETWEEN:

BRANT COMMUNITY HEALTHCARE SYSTEM
(hereinafter referred to as the "Employer")

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N
(hereinafter referred to as the "Union")

(PART-TIME UNIT)

ARTICLE 1 - PURPOSE

1.01 The purpose of the agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of employees represented by the Union and to establish and maintain mutually satisfactory working conditions which will ensure the successful operation of the Brant Community Healthcare System as a public service institution intended to provide adequate hospital and clinical services to the general public.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Union is hereby established as the certified collective bargaining agent for all employees of the Brant Community Healthcare System in the County of Brant, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than 24 hours per week, and persons employed for the school vacation period.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital, and shall remain solely with the Hospital except as specifically limited by the express provisions of this agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline, and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital;
- (b) Hire, discharge, transfer, promote, demote, or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, 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;
- (c) Determine in the interest of efficient operation, the highest standards of service, the number of personnel required, job rating and classification, work assignment, methods of doing the work, and the working establishment for the service;
- (d) Generally to operate the Brant Community Healthcare System in a manner consistent with the obligations of the Hospital to the general public in the community served.

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 twelve (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 or her 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.

4.02 The word "employees" when used in the Agreement shall mean persons included in the above-described bargaining unit.

4.03 All references to officers, representatives and committee members in this agreement shall be deemed to be officers, representatives and committee members of the Local Union.

4.04 (a) A "regular part-time" employee is an employee who makes a commitment to be available for work on some pre-determined basis and in respect of whom there is a pre-determined schedule.

(b) A "casual part-time" employee is defined as a person who is not pre-scheduled but is available to work as required by the Hospital.

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 that authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification 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

It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon the completion of his or her probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Employer shall designate the time and place for the interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises, in a room designated by the Employer, and the employee shall report to this room for the interview, during the interview period. The Employer may have a representative present at this interview.

5.03 Employee Lists

- (a) Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th 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 the 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, 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.

- (b) Seniority lists will be brought up to date by the Employer on March 1st and September 1st of each year. The Employer will post such lists, and will supply the Union with two (2) copies.

ARTICLE 6 - NO STRIKE/LOCKOUTS

6.01 The Union agrees that it will not cause, direct, or consent to any strike or other collective action on the part of the employees represented by the Union, and that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties, and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance. Likewise, the Hospital agrees that it will not cause or direct a lockout of its employees.

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 seven (7) employees selected by the Union from all sites including full-time employees who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee

appointed or selected under this Article as well as the effective date of their respective appointments.

- (c) A Committee member shall suffer no loss of earnings for time spent during his or her 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 or her duties, a Union Steward is required to enter an area within the Hospital in which he or she is not originally employed, the Steward shall report his or her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his or her regular duties and responsibilities, such Steward shall again report to his or her immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his or her 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.
- (g) The Stewards selected or appointed in accordance with Article 7 of the Full-time Agreement will represent employees covered by this Agreement.

7.03 Central Bargaining Committee

In future bargaining between 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. 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 (8), and in no case will more than one (1) 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 seven (7) members to be elected, or appointed from amongst employees in the bargaining unit from all sites which shall also include full time employees, 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 matter 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 not lose regular earnings as a result of such attendance.

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

8.01 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.

8.02 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.

8.03 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 or her Steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

8.04 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 the employee has first given his or her immediate supervisor the opportunity of adjusting his or her complaint. The grievor may have the assistance of a Union Steward if he or she so desires.

Such complaint shall be discussed with his or her 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 or her

immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by the employee, to his or her immediate supervisor. The employee may be accompanied by a Union Steward. The immediate supervisor will deliver his or her decision in writing within five (5) days following the day on which the written grievance was presented to him or her. 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 Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer of the Hospital or their designated Hospital representative and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 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 meetings.

8.05 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 the employee could have instituted himself or herself and the regular grievance procedure shall not be thereby by-passed.

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

8.06 Group Grievance

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

8.07 Discharge Grievance

If an employee, who has completed his or her probationary period, claims that the employee 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.

8.08 (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 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.

8.09 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).

8.10 (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 for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Arbitration Board.

If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

(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.

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

8.12 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.

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

8.14 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 Chair, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 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 Chair of the Arbitration Board.

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

8.17 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 the employee has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period the employee shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

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

$$\frac{\text{Employees' hours of service}}{1950} \times 1725 = \text{Converted hours of service}$$

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 or 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 for twenty-four (24) months;
- (f) employee fails, upon being notified of a recall, to signify his or her intention to return within five (5) working days after the employee has received the notice of recall, and fails to report to work within ten (10) working days after the employee has received the notice of recall;

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

9.05 Effect of Absence

Effective February 28, 1995, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

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 or she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Effective October 11, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of W.S.I.B. or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or L.T.D. benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective October 11, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

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

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 Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendation. 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

- (a) 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 to the affected employee(s), if any, no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice 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 his or her classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(i) 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;

(ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iii) the job to which the employee is assigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and

(v) where more than one employee is to be assigned 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, the employee shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
 - (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will **be** eliminated, the employee 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 the 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 his or 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 twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

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

10.04 Regional Staff Planning Committee

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 and 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 Layoff and Recall

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

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 classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 7% of the laid-off employee's straight time hourly rate provided the employee 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 lay-off.
- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided the employee has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which the employee was laid off shall have the privilege of returning to the position the employee held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his or her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (j) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

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.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, 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 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 .02 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 or her 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 the employee shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he or she is unable to perform the duties of the vacancy to which he or she is posted, the employee will be returned to his or her former position at his or her 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.

11.08 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.

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 layoff 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 agreement.

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 purposes 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 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 a 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 and the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and a reason 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 R.P.N. Utilization

- (a) The Hospital supports utilizing Registered Practical Nurses for the skills which the Hospital requires them to perform in the areas involved.
- (b) The Hospital agrees to provide education for current Registered Practical Nurses for the additional skills which the Hospital requires them to perform.
- (c) The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 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 or her regular job.

14.02 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 minimization of adverse effects (if any) upon the employees concerned.

14.03 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 Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

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 three (3) consecutive working days off, without loss of regular pay from regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purposes 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 Educational Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

- .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 the employee:
 - (a) notifies the Hospital immediately on the employee's notification that the employee 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, travelling 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 a day on which the employee has not been scheduled to work, the employee shall be paid for all hours actually spent at such hearing at his or her regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a), (b), (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 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 an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan, in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplement Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

- (b) An employee, who 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.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) 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 (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 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.

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 payment received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had the employee 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 not 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 twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time and 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).

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 (ie. 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 local Union and the Hospital.
- (d) Where there are more applications than spaced allotted, seniority shall govern.
- (e) During the four (4) year 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) year 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 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 form the plan at any 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 pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) Pre-scheduled employees covered by this Agreement shall not be regularly scheduled more than twenty-four (24) hours per week. However, such employees may be offered more work in any week, which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status, and acceptance on an intermittent basis will not remove an employee from part-time status.
- (b) Employees scheduled to work a seven and one-half (7 1/2) hour shift shall be allowed thirty (30) minutes for meals on their own time.

16.02 Rest Periods

- (a) All employees will be allowed seven (7) minutes relief in the Cafeteria in each four (4) hour shift or period without reduction in pay, and without increasing the regular working hours.
- (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 Not applicable.

16.04 Regular Part-time Employees

- (a) It is agreed that the arrangements of the work schedule is governed by the efficient operation of the Employer and by the decision of the Employer as to the number of staff required to be on duty at any one time. The Employer will post three (3) week **work** schedules which shall not be less than three (3) weeks at best at least one (1) week prior to the commencement of their schedules.
- (b) 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 to the Employer results from such exchange of shifts.

16.05 Paid Time to Working Time

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.

16.06 Uniforms must be worn in accordance with the applicable departmental specifications and regulations.

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 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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 purposes 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.

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 outline as herein shall not apply whenever an employee has received not less than one 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 \$2.10 per hour for all hours on standby.

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

Effective October 11, 2002, this amount shall be increased to \$2.50 per hour.

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 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 a call back overlaps and extends into the hours of his or her regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his or her full shift on a holiday and is called back shall receive the greater of 2-1/2 times his or her regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at a time and one-half his or her straight time hourly rate, subject to the other provisions set out above.

Call-back shall not be considered as hours worked for purpose of the overtime provisions.

17.06 (a) Shift Premiums

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

(b) Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) 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, the employee will not receive weekend premium under this provision.

The weekend premium shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty

cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

17.07 Responsibility Allowance puts the bargaining t

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

17.08 Not applicable.

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 or her normal shift, the employee 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 Not applicable.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to his or 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 his or her own vehicle at the rate of thirty-five cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Where employees are required to travel between different Hospital sites during their scheduled shifts, the Hospital will reimburse the employee at the current Hospital rate or thirty-three cents (\$0.33) per km, whichever is greater.

Where Union business requires a member to travel between different Hospital sites during their scheduled shifts, the Hospital will reimburse the employee at the current Hospital rate or thirty-three cents (\$0.33) per km, whichever is greater.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health 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 fulfil 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 year. Time off for such

representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and 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 or her 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.

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 a representative of the Union *or* through the Accident Prevention Committee to discuss the need for any additional protective clothing or safety equipment in addition to that, which the Hospital is presently providing.

Effective September 1, 2002 and on that date for each subsequent year, the Hospital will provide \$45.00 per year to each part-time employee who is required by the Hospital to wear safety footwear during the course of his or her duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 Number of Holidays - The following shall be considered paid holidays:

New Year's Day	Civic Holiday
Heritage Day (3rd Monday in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

20.02 An employee who is required to work on any of the above mentioned holidays will be paid at the rate of time and one-half (1 1/2) times his or her regular rate of pay.

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

20.04 For the purposes of clarity, paid holidays shall commence at 11:00 p.m. on the evening preceding the paid holiday, and end at 11:00 p.m. on the evening of the holiday.

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

Subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% of gross earnings.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service shall receive 12% of gross earnings. Effective October 11, 2002, a part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% of gross earnings.

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

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

Effective October 11, 2003, the following Supplementary Vacation will be added:

A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% of gross earnings in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% of gross earnings in the year it is achieved.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

Where an employee has reported and commenced work for a shift, if an accident occurs that is compensable by Workers' Compensation, said employee will be paid for the balance of the shift.

23.02 Disabled Employees

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

23.03 Pay for Medical Certificates

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

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

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

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's service for every two (2) year's of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that the employee shall receive no less in the wage rate of his or her previous classification (provided that the employee does not exceed the wage rate of the classification to which he or she 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, the employee shall be paid the rate immediately above his or her current rate in the higher classification to which the employee was assigned from the commencement of the shift on which he or she 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 the 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 classifications.

- (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

- (a) The Employer agrees to pay and the Union agrees to accept the wages set out in the Schedule "A" hereto attached and forming part of the Agreement.
- (b) The Employer agrees that wages shall be paid on a regular pay day every two (2) weeks except when interfered with by the occurrence of a Paid

Holiday. In this case the regular pay day may be delayed one day.

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 - WRITTEN WARNINGS

27.01 The Employer may issue written warnings to employees for failure to follow rules or regulations, or for actions in contravention of the terms of the Collective Agreement.

27.02 Such warnings shall be made out in triplicate by the supervisor, and both the supervisor and the employee shall sign the form. The representative present shall also be required to sign as a witness.

Distribution shall be as follows:

- 1 copy to Hospital Records,
- 1 copy to employees concerned, and
- 1 copy to the representative present.

27.03 If the employee refuses to sign his or her name to the warning slip, the supervisor shall then call another supervisor as a witness, and hand the warning to the employee involved. Such warning will then be entered on the employee's record.

27.04 Written warnings that exceed twelve (12) months from the date of issue of the warning will not be used for purpose of discipline.

27.05 If the action of the employee is such as to warrant immediate suspension or discharge, such fact will be noted on the warning given and appropriate action taken.

27.06 Refusal of the employee or representative to sign for receipt of a written warning shall disqualify the employee from proceeding under the grievance procedure.

27.07 When a written warning has been issued and subsequently withdrawn, the Employer will notify the employee and his or her representative that such withdrawal has been made.

ARTICLE 28 - REGULATIONS GOVERNING LUNCH AREAS AND LOCKERS

28.01 Meals or lunches must be eaten in the Hospital Cafeteria or such areas as may be designated by the Employer.

28.02 A payment by a new employee of a deposit of \$2.50, locker facilities will be provided for the employee's convenience when such becomes available.

Management reserves the right to inspect such lockers with the Health Nurse for sanitary purposes, in the presence of the employee or his or her representative.

ARTICLE 29 - EDUCATION FUND

29.01 If the local Union indicates to the Hospital that a special assessment of \$0.03 per hour for Union education applied 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 30 - PROFESSIONAL RESPONSIBILITY

30.01 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.

ARTICLE 31 - BULLETIN BOARDS

31.01 The Employer will provide a bulletin board at each site for the convenience of the Union for the posting of Union notices. All such notices must be signed by the Representative of the Union designated for the purpose and must be submitted to the Personnel Manager for approval before being posted.

ARTICLE 32 - PRINTING OF AGREEMENTS

32.01 The Employer agrees to share the cost of printing the Agreements.

ARTICLE 33 - DURATION

33.01 Renewal

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

If pursuant to such negotiations, an Agreement or 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.

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.

33.02 Term

This agreement shall continue in effect from the date hereof until October 10, 2004 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days next preceding the expiry date of this Agreement, of its desire to amend or terminate this Agreement.

DATED AND EXECUTED at Brantford, Ontario this 14th day of July 2004.

FOR THE EMPLOYER

Bh.
[Signature]

FOR THE UNION

[Signature]
John M. [Signature]
John M. [Signature]

AT/KO

MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN
BRANT COMMUNITY HEALTHCARE SYSTEM
AND
SERVICE EMPLOYEES INTERNATIONAL UNION

The local parties hereby agree, subject to the approval of the Ministry of Labour, 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

All SEIU Service and Office and Clerical Bargaining Units.

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 (337.5) 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 11.25 hours per day.
- 3.2 (Where applicable).
- 3.3 Failure to provide 10 hours between the end of an employees scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the 10 hour period.

Where the 10 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

- 4.1 No employee shall be scheduled to work more than three (3) consecutive 11.25-hour tours without days off except by mutual agreement.
- 4.2 The Hospital will normally schedule two weekends off in four.
- 4.3 The scheduling objectives will be waived between December 15th and January 15th to afford employees reasonable time off during the Christmas period.

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 the purposes of overtime, the hours of work per week shall be averaged over the weeks within the rotor.

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 Their shall be a total of 45 minutes of unpaid mealtime.

Article 7 - Sick Leave and Long-Term Disability

(Applicable to Full-time employees only)

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 (1.5) his/her regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he/she will receive a lieu day off with pay in the amount of his/her regular straight time hourly rate of pay times seven and one-half (7.5) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 - Vacation

- 9.1 (Applicable to Full-time only)

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 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 tours.

Article 11 - Responsibility Allowance Outside the Bargaining Unit

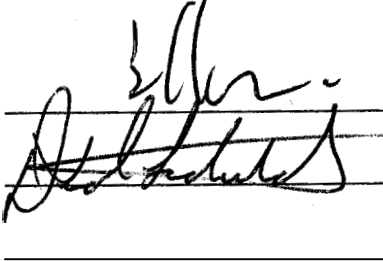
In Article 17.01 SEIU Service and 29.02 SEIU Office and Clerical of the respective Collective Agreements, replace "for a period in excess of one-half of a shift" with "in excess of 3.75 hours" for extended hours.

Article 12 - Termination

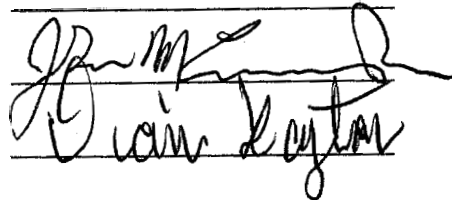
12.1 Either party may, on written notice of 90 days to the other party, terminate the Agreement for and reason.

SIGNED AT Brantford THIS 14~~th~~ DAY OF July 2004.

FOR THE HOSPITAL:



FOR THE UNION:



WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work being performed:

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I/We was/were given an assignment that was excessive of inconsistent with quality patient care and/or created on 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) and Printed Name(s) on Line Below:

I/We do not agree with the resolution of my/our concern

Letter of Intent

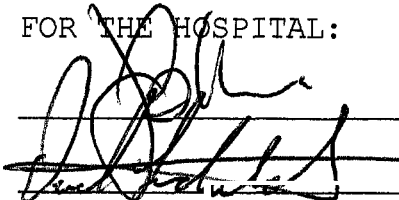
Regarding the Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

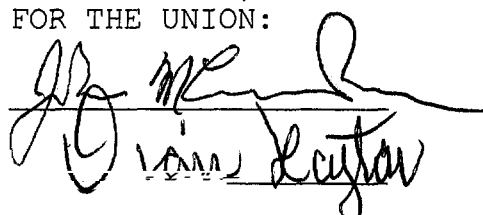
- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the task force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a Hospital representative and a representative from SEIU.
- The task force will identify the timeliness for conducting their study and will also conclude timeliness for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

Signed at Brantford this 14th day of July 2004.

FOR THE HOSPITAL:



FOR THE UNION:



MEMORANDUM OF UNDERSTANDING

Re: Shift Premium


This letter shall be attached to and form part of the Collective Agreement.

This letter is to confirm the parties understanding that:

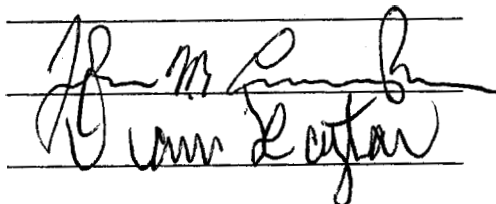
1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

Signed this 14th day of July 2004 a
Brantford, Ontario.

Brant Community
Healthcare System



Service Employees
International Union, Local
1.0n



LETTER OF INTENT

RE: JOINT BENEFITS REVIEW COMMITTEE

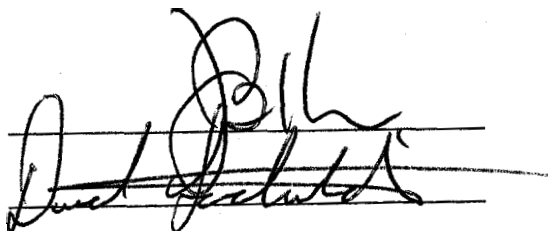
The Central parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

- Topic of and make recommendations regarding modified work and HOODIP within a 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.

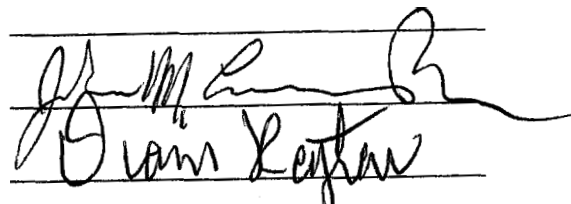
The Committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

Signed at Branford this 14th day of July 2004

FOR THE HOSPITAL:



FOR THE UNION:



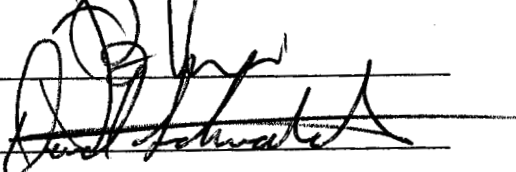
LETTER OF INTENT

RE: STANDARDIZATION COMMITTEE

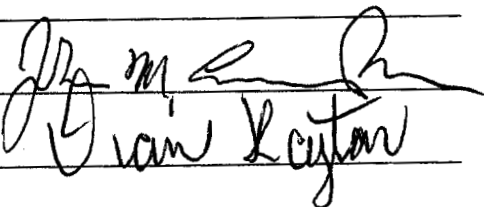
The central parties agree to establish a committee that will meet and confirm the contents of a standard format within ninety (90) days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

Signed at Branford this 14th day of Feb 2004.

FOR THE HOSPITAL:



FOR THE UNION:



LETTER OF INTENT

RE: STAFF PLANNING COMMITTEE AND CHARNEY BOARD

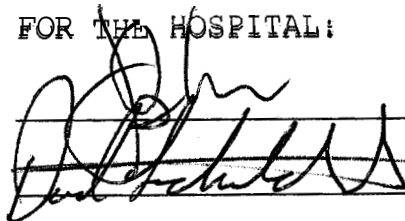
The parties agree that in the event of a dispute between the parties regarding the implementation of Articles 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall 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 Articles 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to 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.

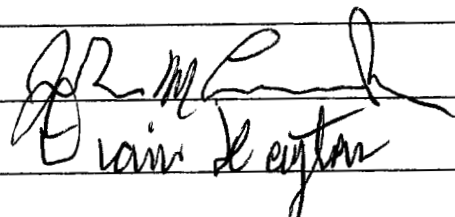
The Committee will meet within ninety (90) days of ratification to commence discussions and it is understood that the work of the Committee will be completed within one hundred twenty (120) days of the ratification date.

Signed at Barnstford this 14th day of July 2004

FOR THE HOSPITAL:



FOR THE UNION:



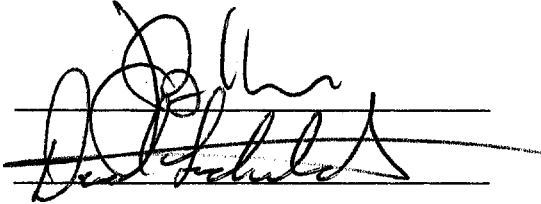
LETTER OF INTENT

Re: Liability Insurance

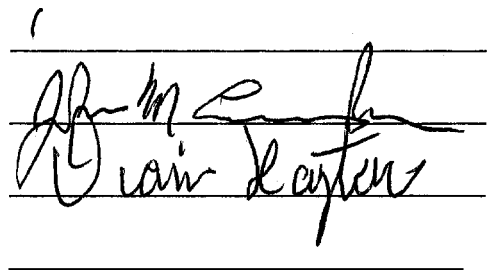
Upon request of the Local Union, and with reasonable notice, the Hospital will provide a Union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

Signed this 14th day of July 20 04 at Brantford, Ontario.

Brant Community
Healthcare System:



Service Employees
International Union,
Local 1.0n:



SCHEDULE A Effective October 11, 2001 to October 10, 2004					
Classification	Date	Start	Hourly		
			6 Month:	1 Year	2 Years
Aide II (Nut. Service, Env. Service) Environmental Service Aide	11/11/00	15.52512		15.67899	15.83171
	11/11/01	15.91325		16.07096	16.22755
	11/11/02	16.39065		16.55309	16.71438
	11/11/03	16.88037		17.04968	17.21581
Patient Porter Cook's Helper Needleworker	11/11/00	15.68009		15.83286	15.98562
	11/11/01	16.07209		16.22868	16.38526
	11/11/02	16.55425		16.71554	16.87682
	11/11/03	17.05088		17.21701	17.38313
Storeskeeper/ Receiver Material Handler	11/11/00	15.98452		16.14059	16.29555
	11/11/01	16.38413		16.54410	16.70294
	11/11/02	16.87565		17.04042	17.20403
	11/11/03	17.38192		17.55163	17.72015
Orderly Cast Attendant CSR Aide OT/PT Assistant Recreation Assistant	11/11/00	16.03618		16.19444	16.35051
	11/11/01	16.43708		16.59930	16.75927
	11/11/02	16.93019		17.09728	17.26205
	11/11/03	17.43810		17.61020	17.77991
Repairer II	11/11/00	17.06598		18.32769	18.49145
	11/11/01	17.49263		18.78588	18.95374
	11/11/02	18.01741		19.34946	19.52235
	11/11/03	18.55793		19.92994	20.10802
Painter/ Journeyman	11/11/00	18.74665	9.06977		
	11/11/01	19.21532	9.54651		
	11/11/02	19.79178	0.13291		
	11/11/03	20.38553	0.73690		

SCHEDULE A Effective October 11, 2001 to October 10, 2004					
Classification	Date	Hourly			
		Start	6 Months	1 Year	2 Years
Repairer I	11/11/00	18.88051	19.03987		19.20803
	11/11/01	19.35252	19.51587		19.68823
	11/11/02	19.93310	20.10135		20.27888
	11/11/03	20.53109	20.70439		20.88725
Registered Practical Nurse	11/11/00	20.23783	20.38951		20.55765
	11/11/01	20.74378	20.89925		21.07159
	11/11/02	21.36609	21.52623		21.70374
	11/11/03	22.00707	22.17202		22.35485
Repairer/ Journeyman	11/11/00	20.22904		20.55765	
	11/11/01	20.73477		21.07159	
	11/11/02	21.35681		21.70374	
	11/11/03	21.99751		22.35485	
Biomedical Technician	11/11/00	20.98198		21.85233	22.18205
	11/11/01	21.50653		22.39864	22.73660
	11/11/02	22.15173		23.07060	23.41870
	11/11/03	22.81628		23.76272	24.12126
Electronic/ Journeyman	11/11/00	21.12102		21.33798	
	11/11/01	21.64905		21.87143	
	11/11/02	22.29852		22.52757	
	11/11/03	22.96748		23.20340	