

COLLECTIVE AGREEMENT

BETWEEN

CAMBRIDGE MEMORIAL HOSPITAL

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-AND-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N**

SERVICE FULL-TIME

EFFECTIVE: OCTOBER 11, 2004
EXPIRY: OCTOBER 10, 2006

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COLLECTIVE AGREEMENT

BETWEEN:

**CAMBRIDGE MEMORIAL HOSPITAL
Cambridge, Ontario
(hereinafter called the "Hospital")
OF THE FIRST PART**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N
C.L.C.
FULL TIME SERVICE
(hereinafter called the "Union")
OF THE SECOND PART**

WHEREAS the Service Employees International Union, Local 204 was certified on the nineteenth day of December 1955 by the Ontario Labour Relations Board as the collective bargaining agent for all employees of Cambridge Memorial Hospital at Cambridge, Ontario, 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, boiler house staff, persons regularly employed for not more than 24 hours per week, and students employed for the summer vacation period.

NOW THEREFORE THIS agreement witnesseth:

ARTICLE 1 - PURPOSE

1.01 The purpose of the Agreement is to establish an orderly, friendly, collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Cambridge Memorial Hospital as a public service institution incorporated to provide adequate hospital and clinical services to the public as determined by the Board of Directors of the Hospital.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole collective bargaining agency for all its employees at Cambridge, Ontario, 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, boiler house staff, persons regularly employed for not more than twenty-four hours per week and persons employed for the school vacation periods and persons covered by existing collective agreements. The

Hospital undertakes that during the lifetime of this Agreement it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to hire, discharge, transfer, promote, demote or discipline, provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.02 The Union further recognizes the right of the Hospital to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Hospital at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment at the Hospital at Cambridge, Ontario, are solely and exclusively the responsibility of the Hospital. The Hospital also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules, the Hospital will discuss same with the Union Stewards and give them an opportunity of making representations with regard to such proposed alterations. The Hospital agrees that any such rules shall not conflict with the provisions of this Agreement.
- 3.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided that nothing herein shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.

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 probation period will be credited with the appropriate seniority.

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such 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 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 Hospital shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employee shall report to this room for the interview, during the interview period. The Hospital may have the representative present at this interview.

5.03 Employee Lists

Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the twenty-fifth (25th) day, if possible, but ~~no later than the last day of the month in which they were deducted.~~ In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and their

work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the Hospital agrees to provide the Union with the information in an electronic format wherever possible, the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless and indemnified from any claims against it by an employee which arises out of any deduction under this Article.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, slow-downs or stoppage of work, either complete or partial and the Hospital agrees that there will be no lockout.

If any such action as herein referred to takes place, the Union will immediately instruct the employees concerned to return to work and perform their usual duties and resort to the grievance procedure established herein for the settlement of any conflict or grievances.

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 3 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) Steward representation will be as follows:
 - one from Dietary Department
 - one from Housekeeping Department
 - one from Maintenance Department
 - two from Nursing Department
 - one from Central Supply Services

The Hospital agrees to permit stewards to wear identification badges.

7.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's 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, and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospital's Central Negotiating Committee before negotiations commence, of those employees to be paid under this provision. The Hospital's 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 4 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour-Management Committee

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

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

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

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

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his/her 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.

Access to Union Steward is not deemed denied where a Steward not immediately available to Hospital. However, the employee shall have the right to the presence of a Union Steward from another SEIU bargaining unit, or an employee within the SEIU bargaining unit of their choice who is not immediately involved in the circumstances as determined by the Hospital.

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 he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his/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/her immediate supervisor's decision in the following manner and sequence.

Step 1

The employee shall submit the grievance, in writing, and signed by him/her, to his Coordinator/immediate supervisor. The employee may be accompanied by a Union steward. The Coordinator/immediate supervisor will deliver his/her decision in writing within five (5) days following the day on which the written grievance was presented to him/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 or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

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

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 he/she could have instituted himself/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 Program Manager, or his/her

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/her probationary period, claims that he/she 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/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

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 Chairperson, 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 Chairperson 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.
- 8.18 Copies of disciplinary actions will kept in the employee's human resources file and will be removed after twenty-four (24) months. Any discipline with third party involvement, e.g. violence, abuse, harassment, etc will remain in the employee's human resources file and will not be removed.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he/she has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he/she shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

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

- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he/she has received the notice of recall, and fails to report to work within ten (10) working days after he/she 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

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance Period).

9.06 The Hospital shall maintain a seniority list showing the date on which each employee's seniority commenced. Such seniority list will be brought up to date in January and July of each year. A copy shall be posted for the information of employees, and a copy will be furnished to the Union.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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

10.02 Notice of Layoff

- a) In the event of a proposed lay-off 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 lay-off or elimination of position; and
 - (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off 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 lay-off.

- b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications 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 reassigned is located at the employees 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 reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within thirty (30) days after receiving notice of lay-off pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of 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 thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of lay-off 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 lay-off under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees 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) A full-time employee who has completed one year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning 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 lay-off 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 15% of the laid off employee's straight time hourly rate provided he/she 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) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting

procedure an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he/she has the ability to perform the work

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

10.06 Benefits on Layoff

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

ARTICLE 11 -JOB POSTING

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

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

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

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

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

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

11.06 The Hospital shall have the right to **fill** any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, 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 arrangement.

12.03 ~~On~~ request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital ~~also~~ 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 the duties in question.

13.03 Volunteers

(a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

(b) Where 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 R.N.'s to R.P.N.'s

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

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the 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 Utilization of RPN Skills

The Hospital supports utilizing RNAs/RPNs for the skills which the Hospital requires them to perform in the areas involved. At the request of the Union the

Hospital shall meet to discuss the issues of RPN scope of practice and skill utilization.

The Hospital agrees to provide education for current RNAs/RPNs for the additional skills which the Hospital requires them to perform.

- 13.06 A Registered Practical Nurse is required to present to Administration or designate on or before February 15th of each year evidence that her/his Certificate of Registration is in good standing and currently in effect.

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/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 minimizing 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 out above and the requirements of the applicable legislation.

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/her 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. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly

scheduled hours for the death of his or her aunt or uncle. 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 purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to 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 that the employee:
 - (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend at a court;
 - (b) presents proof of service requiring the employee's attendance;
 - (c) deposits with the Hospital the full amount of compensation received excluding mileage, 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 his/her regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he/she is required to attend on

a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his/her regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

15.04 Pregnancy Leave

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

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

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

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

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

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 parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her/his 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/he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours plus any wage increase or salary increment that she/he would be entitled to if she/he were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her/his 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.

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

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 fourteen (14) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) The number of employees that may be absent at any one time will not be more than four employees, and not more than one employee from any one department.
- (e) No leave of absence will be for a period in excess of two weeks and all such leaves will total not more than eight weeks in any one calendar year.

In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purposes of attending executive and/or Council meetings.

15.08 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income

Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (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 1st of one year to August 31st 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 spaces 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 from 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.

15.09 Personal Leave

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

15.10 Medical Care and Emergency Leave

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse

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

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

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

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

15.11 Compassionate Care Leave

The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

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

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The work week for all full-time employees shall be an average of 37.5 hours, with an average of ten (10) working days per pay period.

- (b) The working day for all full-time employees shall consist of seven and one-half (7.5) hours excluding one half hour unpaid meal period. The said seven and one-half hours shall be completed within an eight hour period after commencing work.
- (b) It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) work days in each week and ten (10) work days in each pay period, with the time off in each week being given, wherever possible, on consecutive days.

16.02 Rest Periods

- (a) All employees will be allowed fifteen minutes relief (rest periods), one in each full half scheduled shift, at a time or times determined by the Program Manager.
- (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 Weekends Off

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends shall be at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or,
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or,
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or,
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

- 16.05 It is further agreed that the arrangement of the work schedule is governed by the efficient operation of the Hospital, and by the decision of the Hospital as to the number of staff required to be on duty at any one time. The Hospital will post three week work schedules at least one week prior to the commencement of the schedule and will endeavour to have posted three weeks of schedules. Once schedules are posted they will not be changed except in an emergency. An exchange of shifts by employees for their own personal convenience requires the consent of the Program Manager, providing that the Hospital shall not be responsible for the payment of overtime arising out of the change of shift.
- 16.06 The changing of Daylight Saving Time to Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily hours during the week in which such changes take place.
- 16.07 Employees must report in to their respective supervisor, in uniform, at the commencement of their shift and remain in uniform for the full working shift.
- 16.08 The Hospital will endeavour to schedule Christmas and New Year's holidays so that employees will not be required to work on Christmas or New Year's two (2) years in a row.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

When an employee is required by the Hospital to perform work in excess of seven and one-half (7.5) hours in one day or seventy-five (75) hours in a pay period, he/she will be compensated at the rate of one and one-half (1.5) times his/her basic straight time hourly rate of pay for all authorized overtime worked. It being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Overtime premium will not 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.

Call-back shall not be considered as hours worked for purpose of this Article.

17.03 Reporting Pay

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

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four **(4)** hours of work or four **(4)** hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, 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/her regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 ½ times his/her regular straight time hourly rate for all hours actually worked on such call back or four **(4)** hours pay at time and one-half his/her straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Employees shall be paid a shift premium of sixty-five cents (65 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to seventy **(70)**cents-effective April 1, 2005, eighty **(80)**cents effective April 1, 2006 and eighty-five (85) cents effective October 10, 2006

17.07 Responsibility Outside the Bargaining Unit

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for

a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

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

Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workers' Safety Insurance Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision. The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium

An employee shall be paid a weekend premium of sixty-five cents (\$0.65) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

The weekend premium shall increase to seventy cents (\$0.70) effective April 1, 2005, eighty cents (\$0.80) effective April 1, 2006 and eighty-five (\$0.85) effective October 10, 2006.

17.11 A \$10.00 telephone consultation fee will be available for maintenance personnel and must be accompanied by an authorized signature from the supervisor and/or designate. Maintenance personnel contacted while earning standby premium and/or call-back will not be eligible for the telephone consultation fee.

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/her normal shift he/she shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$100.00 per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her/his 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 his/her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty-five cents (35 cents) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (\$0.35) cents per kilometre unless the Hospital provides transportation between sites.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrences of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- (b) The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this Collective Agreement and the rights and responsibilities set out therein will not be diminished.
- (c) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

- (d) Where the Hospital determines there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- (e) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (f) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- (g) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (h) 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.
- (i) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (j) 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.
- (k) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one 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/her regular or premium rate as may be applicable.
- (l) The Union agrees to endeavour to obtain the full co- operation of its membership in the observation of all safety rules and practices.
- (m) 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.

- (n) 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 the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1st of each the Hospital will provide \$80.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his/her duties.

19.03 Influenza Vaccine

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

- (i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (iii) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (iv) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (v) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.

- (vi) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following shall be considered statutory holidays:

New Year's Day	Civic Holiday
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Floating Holiday	Boxing Day

The floating holiday is effective the first Monday in June and is to be scheduled at a mutually convenient time for the employee and the Program Manager or designate to be used no later than December 31 of the same year.

In the event that Heritage Day or some other day *is* proclaimed as a Statutory Holiday by the Government of the Province of Ontario such day shall be substituted for the Third Monday in February statutory holiday.

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

Where an employee chooses the latter option, such time *off* must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

The election of when the lieu day will be taken shall be by mutual agreement between the Hospital and the employee.

20.03 In order to qualify for a statutory holiday, an employee must work his/her regular scheduled working day prior to and following the holiday, except in the following circumstances:

- (a) Where absence on either or both of the said qualifying working days is with permission, or
- (b) in the event of illness verified by a doctor's certificate, the employee shall only receive benefits under the sick plan.

Statutory holidays will be observed on the day on which they fall.

20.04 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a

subsequent regularly scheduled shift) such employee shall receive two and one-half times his/her regular straight time hourly rate for such additional authorized overtime.

20.05 If one of the above named statutory holidays occurs on an employee's regular day off or during his/her vacation period, the employee will be given another day off in the place of the holiday, which shall be taken within thirty (30) calendar days of the day on which the holiday is observed or seven and one-half (7.5) hours pay at his/her basic straight time hourly rate of pay, at the Hospital's discretion.

20.06 For the purposes of Article 20.03 it is agreed that a paid holiday will commence at 2300 hours of the day preceding the paid holiday and end at 2300 hours of the paid holiday.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

New employees shall earn vacation at the rate of .385 days for each completed two week pay period not to exceed ten (10) working days per year (2 weeks entitlement).

An employee who has completed one (1) year but less than four (4) years of continuous service shall earn vacation at the rate of .577 days for each completed two week pay period not to exceed fifteen (15) working days per year (3 weeks entitlement after 2 years).

An employee who has completed four (4) years but less than fourteen (14) years of continuous service shall earn vacation at the rate of .769 days for each completed two week pay period not to exceed twenty (20) working days per year (4 weeks entitlement after 5 years).

An employee who has completed fourteen (14) years but less than twenty-three (23) years of continuous service shall earn vacation at the rate of .962 days for each completed two week pay period not to exceed twenty-five (25) working days per year (5 weeks entitlement after 14 years).

Effective October 11, 2005 – An employee who has completed thirteen (13) years but less than 23 years of continuous service shall earn vacation at the rate of .962 days for each completed two week pay period not to exceed twenty-five (25) working days per year (5 weeks entitlement after 13 years).

An employee who has completed twenty-four (23) years or more of continuous service shall earn vacation at the rate of 1.154 days for each completed two week pay period not to exceed thirty (30) working days per year (6 weeks entitlement after 23 years).

Supplementary Vacation

The following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

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

An employee's vacation bank may at no time exceed one and one-half (1 ½) times his/her annual vacation entitlement. When vacation bank reaches maximum, Program Manager shall schedule a mandatory vacation day(s). Other than when an employee terminates their employment, payments in lieu of vacation will not be allowed.

21.02 Approved Leave of Absence During Vacation

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

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

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

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

21.03 It is recognized that the third, fourth, and fifth weeks of vacation may not be consecutive to the first two weeks of vacation.

21.04 Vacation leave will be allotted by the Program Manager. The Hospital may give consideration to individual employee's requests for vacation leave outside this

period, but in no case may vacation entitlement be carried from one vacation year to the next.

The Program Manager shall post a notice not later than April 1st of each year for the purpose of allowing the employees to signify the time at which they wish to take their annual vacations. It is agreed that each employee may notify his/her Program Manager in writing of his/her first and second choice regarding the taking of his/her annual vacation, such notification to be given no later than April 30th. The Program Manager will post the annual vacation schedule not later than May 31st of the respective year. Should two or more employees request their annual vacation at the same time and the Hospital cannot allow all such employees to be off at the same time, consideration shall be given to the needs of the Hospital and then the seniority of the employees in determining the schedule.

Employees will be eligible to take vacation during Christmas/New Year's. The employer will endeavour to honour such request on a seniority and availability basis. Employees who exercise their seniority to take vacation during this time period (December 15th - January 7th) cannot exercise their seniority again for three years unless no one requests such time off as vacation.

21.05 Employees wishing to receive vacation pay in advance must request the same from their Program Manager no later than fourteen (14) days prior to commencement of the vacation.

21.06 Employees vacation bank will be reported on their pay stubs.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$200.00 every 24 months plus bi-annual eye examinations) as

well as hearing aid allowance cost of acquisition per individual every 36 months and the deduction will be \$15.00 (single) and \$25.00 (family).

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

- (c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deductions.

Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1,000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework and repairs to same] at 50/50 co-insurance to \$1,000 annual maximum.

(e) Benefits on Early Retirement

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

22.02 Change of Carrier

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

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

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an

important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - The methods by which the investigation will take place
 - Identify potential sources of funding for investigation of the benefits Trust.
 - Identification of the appropriate method to determine the feasibility of the Trust.

22.03 Pension

Pension Plan – The Hospital recognizes that the employees in the bargaining unit will be eligible for the Hospitals of Ontario Pension Plan subject to the terms and conditions of the master plan relating thereto.

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

Where an employee has reported and commenced employment for the shift, if an accident occurs compensable by Workers' Compensation, the said employee will be paid for the balance of the shift, and such payments shall not be charged against the employee's sick time.

ARTICLE 24 - SICK LEAVE

24.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

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

24.03 There shall be no pay deduction from an employee's regular scheduled shift when the-employes has completed any portion of the shift prior to going on sick leave benefits or Workers' Safety and Insurance benefits.

- 24.04 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- 24.05 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 24.06 Employment Insurance Rebate
The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- 24.07 In order to qualify for sick leave, an employee must notify his/her Program Manager as soon as possible in accordance with the Department's procedures. When an employee notifies the Hospital of sickness, the Department must be told the expected period of absence.
- 24.08 The Hospital reserves the right to require proof of illness by medical certificate, and in all cases of sickness of more than five working days a medical certificate is compulsory before pay is granted.
- 24.09 In certain cases of illness and when deemed necessary by the Hospital, the employee may be required by the Hospital to supply proof of illness by means of a Hospital supplied medical form, and when deemed necessary, this form is compulsory before pay is granted.
- 24.10 The parties agree that this form will be reviewed and approved at a Union/Management Meeting prior to this requirement being put into effect. When the form is approved, it shall be dated and a copy will be given to the Chief Steward.
- 24.11 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he/she is legitimately ill, and will be granted in accordance with the Hospitals of Ontario Disability Income Plan (HOODIP)
- 24.12 If an employee returns to work after sick leave without giving notice of his/her ability to return to work, his /her commencing shift may be delayed twenty-four hours. The Hospital may require an employee to receive clearance to return to work through the Employee Health Nurse.
- 24.13 Time off for sickness is deemed to:
- (a) be a leave of absence and, if not properly notified under Article 24.10, is absence without leave under Article 9.

- (b) If the employee does not apply for sick leave, or for an extension of leave of absence for sickness, and fails to return to work on the agreed date, he/she will be deemed to have resigned under Article 9.

24.14 Pay for Medical Certificates

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

24.15 Workers' Safety and Insurance Benefits and Sick Leave

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he/she does not exceed the wage rate of the classification to which he/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, he/she shall be paid the rate immediately above his/her current rate in the higher classification to which he/she was assigned from the commencement of the shift on which he/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 posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

- (a) The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedule A attached hereto which is hereby made a part of this Agreement.

- (b) The Hospital agrees that wages shall be paid on the regular pay day every two weeks, except when interfered with by the occurrence of a statutory, civic or religious holiday. In this case, the regular pay day shall be advanced one day.

25.06 Job Descriptions

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

ARTICLE 26 - RELATIONSHIP

26.01 The parties hereto agree that any employee of the Hospital covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.

26.02 The Hospital agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

26.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his/her membership or non-membership, his/her activity or his/her lack of activity in the Union and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

26.04 The Union will not engage in Union activities during working hours and will not hold meetings at any time on the premises of the Hospital without the permission of Hospital Administration.

ARTICLE 27 – EDUCATION FUND

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

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

ARTICLE 28 – PROFESSIONAL RESPONSIBILITY

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

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall

be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

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

28.02 RPN Certification

(The following Article is applicable to RPNs only)

A nurse is required to present to the Chief Nursing officer or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

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

ARTICLE 29 - BULLETIN BOARDS

29.01 The Union shall have the privilege of posting Union notices on Bulletin Boards provided by the Hospital for such purposes. The Hospital agrees to supply an adequate number of such Boards for the Union's use. Such notices must be submitted to and be approved by the Hospital's appointee for such purposes before the posting occurs. Union notices shall be confined to these Bulletin Boards.

ARTICLE 30 - UNION/MANAGEMENT MEETINGS

30.01 Regular meetings are to be held between the Union and Management on a day and at a time to be arranged between the Union and Management for the consideration of any matter arising out of the provisions of this Agreement.

ARTICLE 31 - DURATION

31.01 Renewal

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

Pursuant to such negotiations, if an agreement for the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such termination 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 calendar months nor later than three 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 days thereafter for the purpose of bargaining on local matters.

31.02 Term

This Agreement shall continue in effect until October 10, 2006 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

DATED at Cambridge, this 8th day of July, 2008

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1.ONCLC.

CAMBRIDGE MEMORIAL HOSPITAL
INC., CAMBRIDGE, ONTARIO.

Jacqueline Cusques

Wanderroot

Charles Fenwick

MODEL AGREEMENT

EXTENDED SHIFT ARRANGEMENTS

BETWEEN

“THE HOSPITAL”

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

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

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

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

Article 1 -Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work (45 x 7.5hours = 337.5).

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

Article 3 – Hours of Work

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

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

3.3 (Where applicable)

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

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

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

Article 4 – Scheduling

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

Article 5 – Overtime

5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.

5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 – Rest and Meal Periods

6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

6.2 (The length of the meal period to be determined locally).

Article 7 – Sick Leave and Long-Term Disability

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

Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work provision of the Local collective agreement (Article 16).

8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a different standard work day in which case 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 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended hours.

Article 12 – Termination

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

SIGNED AT _____ THIS ____ DAY OF _____, 2008.

FOR THE UNION

FOR THE HOSPITAL

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

FOR THE UNION

FOR THE HOSPITAL

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified:

Date/Time of Notification:

Response:

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

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

LETTER OF 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 timelines for conducting their study and will also conclude timelines 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.

FOR THE UNION

FOR THE HOSPITAL

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.

FOR THE UNION

FOR THE HOSPITAL

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 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.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF INTENT

RE: STAFF PLANNING COMMITTEE AND CHARNEY BOARD

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

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating 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 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING

RE: TRANSFORMATION IN HEALTH CARE

FULL-TIME AND PART-TIME

Seniority Recognition

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

Right to Return or Transfer

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

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

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

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

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING

The Hospital, pending space and approval, will allot a space for a locked filing cabinet (supplied by the Union) to be accessed by the Union. Hospital agrees that the Union may schedule a meeting room for Chief Steward to meet with Union members. Suggested the Chief Steward meet 2 hours weekly/bi-weekly on a trial basis as determined by the needs of the Hospital and the Union. Hospital also agrees to allot additional union boards on floors/units. Number to be determined by Hospital. Union will propose the areas.

FOR THE UNION

Jacqueline Angus

Paula Hancock

FOR THE HOSPITAL

Wanderwort

Wage Schedule "A"

S.E.I.U. Service Full and Part-Time
Effective: October 11, 2004
Percentage Increase = 1.5%

Revised Nov. 23/06 - Kaplan Award
Changes to CSS Aide Only

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Electrician/Plant Maint.	21.598	22.263		
Maintenance A - Licensed	3509.675	3617.738		
Mechanic/Millwright	42116.100	43412.850		
Plumber/Steamfitter				
Refrigeration/Air Cond. Mechanic				
Stationary Engineer				
Carpenter	20.208	20.871		
Maintenance A	3283.800	3391.538		
	39405.600	40698.450		
Operating Room Techn.	21.237	21.237	21.406	21.600
	3451.013	3451.013	3478.475	3510.000
	41412.150	41412.150	41741.700	42120.000
R.P.N.	21.237	21.237	21.406	21.599
	3451.013	3451.013	3478.475	3509.838
	41412.150	41412.150	41741.700	42118.050
Non-Reg. P.N.	17.401			
	2827.663			
	33931.950			

S.E.I.U. Service Full and Part-Time Revised Nov. 23/06 - Kaplan Award
October 11, 2004 Changes to CSS Aide Only
Percentage Increase= 1.5%

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Cook	17.528	17.640	17.812	18.045
Painter	2848.300	2866.500	2894.450	2932.313
	34179.600	34398.000	34733.400	35187.750
Materials Handler/Inventory Clerk	17.292	17.401	17.526	17.754
Storekeeper/Printer	2809.950	2827.663	2847.975	2885.025
	33719.400	33931.950	34175.700	34620.300
Cleaner	17.072	17.180	17.292	17.466
C.S.S. Porter	2774.200	2791.750	2809.950	2838.225
Kitchen Helper/Porter	33290.400	33501.000	33719.400	34058.700
Team Leader - CSS Sterilization	18.282	18.441	18.551	18.677
	2970.825	2996.663	3014.538	3035.013
	35649.900	35959.950	36174.450	36420.150
C.S.S. Aide	17.417	17.578	17.692	17.821
	2830.339	2856.423	2874.937	2895.973
	33964.067	34277.081	34499.244	34751.672
Team Leader - Food Services	18.282	18.441	18.551	18.677
	2970.825	2996.663	3014.538	3035.013
	35649.900	35959.950	36174.450	36420.150
Cleaning Aide	17.130	17.239	17.350	17.466
Dietary Service Worker	2783.625	2801.338	2819.375	2838.225
Patient Service Worker	33403.500	33616.050	33832.500	34058.700
Rehab Aide				

S.E.I.U. Service Full and Part-Time
Effective: April 1, 2005
Percentage Increase = 1.5%

Revised Nov. 23/06 - Kaplan Award
Changes to CSS Aide only

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Electrician/Plant Maint.	21.922	22.597		
Maintenance A - Licensed	3562.325	3672.013		
Mechanic/Millwright	42747.900	44064.150		
Plumber/Steamfitter				
Refrigeration/Air Cond. Mechanic				
Stationary Engineer				
Carpenter	20.511	21.184		
Maintenance A	3333.038	3442.400		
	39996.450	41308.800		
Operating Room Techn.	21.556	21.556	21.727	21.923
	3502.850	3502.850	3530.638	3562.488
	42034.200	42034.200	42367.650	42749.850
R.P.N.	21.556	21.556	21.727	21.924
	3502.850	3502.850	3530.638	3562.650
	42034.200	42034.200	42367.650	42751.800
Non-Reg. P.N.	17.662			
	2870.075			
	34440.900			

S.E.I.U. Service Full and Part-Time
Effective: April 1, 2005
Percentage Increase = 1.5%

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Cook	17.791	17.905	18.079	18.316
Painter	2891.038	2909.563	2937.838	2976.350
	34692.450	34914.750	35254.050	35716.200
Materials Handler/Inventory Clerk	17.551	17.662	17.789	18.020
Storekeeper/Printer	2852.038	2870.075	2890.713	2928.250
	34224.450	34440.900	34688.550	35139.000
Cleaner	17.328	17.438	17.551	17.728
C.S.S. Porter	2815.800	2833.675	2852.038	2880.800
Kitchen Helper/Porter	33789.600	34004.100	34224.450	34569.600
Team Leader - CSS Sterilization	18.556	18.718	18.829	18.957
	3015.350	3041.675	3059.713	3080.513
	36184.200	36500.100	36716.550	36966.150
C.S.S. Aide	17.679	17.842	17.957	18.089
	2872.794	2899.270	2918.061	2939.412
	34473.524	34791.237	35016.735	35272.946
Team Leader - Food Services	18.556	18.718	18.829	18.957
	3015.350	3041.675	3059.713	3080.513
	36184.200	36500.100	36716.550	36966.150
Cleaning Aide	17.387	17.498	17.610	17.728
Dietary Service Worker	2825.388	2843.425	2861.625	2880.800
Patient Service Worker	33904.650	34121.100	34339.500	34569.600
Rehab Aide				

S.E.I.U. Service Full and Part-Time
 Effective: October 11, 2005

Revised No. 23/06 - Kaplan Award
 Changes to CSS Aide only

Percentage Increase = 1.5%

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Electrician/Plant Maint.	22.251	22.936		
Maintenance A - Licensed	3615.788	3727.100		
Mechanic/Millwright	43389.450	44725.200		
Plumber/Steamfitter				
Refrigeration/Air Cond. Mechanic				
Stationary Engineer				
Journeyman - Licensed				
Carpenter	20.819	21.502		
Maintenance A (Unlicensed)	3383.088	3494.075		
	40597.050	41928.900		
Operating Room Techn.	21.879	21.879	22.053	22.252
	3555.338	3555.338	3583.613	3615.950
	42664.050	42664.050	43003.350	43391.400
R.P.N.	21.879	21.879	22.053	22.252
	3555.338	3555.338	3583.613	3615.950
	42664.050	42664.050	43003.350	43391.400
Non-Reg. P.N.	17.927			
	2913.138			
	34957.650			

S.E.I.U. Service Full and Part-Time Revised No. 23/06 - Kaplan Award
 Effective: October 11, 2005 Changes to CSS Aide only
 Percentage Increase = 1.5%

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Cook	18.058	18.174	18.350	18.591
Painter	2934.425	2953.275	2981.875	3021.038
	35213.100	35439.300	35782.500	36252.450
Materials Handler/Inventory Clerk	17.814	17.927	18.056	18.290
Storekeeper/Printer	2894.775	2913.138	2934.100	2972.125
	34737.300	34957.650	35209.200	35665.500
Cleaner	17.588	17.700	17.814	17.994
C.S.S. Porter	2858.050	2876.250	2894.775	2924.025
Kitchen Helper/Porter	34296.600	34515.000	34737.300	35088.300
Team Leader - CSS Sterilization	18.834	18.999	19.111	19.241
	3060.525	3087.338	3105.538	3126.663
	36726.300	37048.050	37266.450	37519.950
C.S.S. Aide	17.944	18.109	18.227	18.360
	2915.885	2942.760	2961.832	2983.503
	34990.625	35313.116	35541.987	35802.039
Team Leader - Food Services	18.834	18.999	19.111	19.241
	3060.525	3087.338	3105.538	3126.663
	36726.300	37048.050	37266.450	37519.950
Cleaning Aide	17.648	17.760	17.874	17.994
Dietary Service Worker	2867.800	2886.000	2904.525	2924.025
Patient Service Worker	34413.600	34632.000	34854.300	35088.300
Rehab Aide				

S.E.I.U. Service Full and Part-Time
 Effective: April 1, 2006
 Percentage Increase = 1.0%

Revised Nov. 23/06 - Kaplan Award
 Changes to CSS Aide only

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Electrician/Plant Maint. Maintenance A - Licensed	22.474 3652.025	23.165 3764.313		
Mechanic/Millwright Plumber/Steamfitter Refrigeration/Air Cond. Mechanic Stationary Engineer	43824.300	45171.750		
Carpenter Maintenance A (Unlicensed)	21.027 3416.888 41002.650	21.717 3529.013 42348.150		
R.P.N.	22.098 3590.925 43091.100	22.098 3590.925 43091.100	22.274 3619.525 43434.300	22.475 3652.188 43826.250
Non-Reg. P.N.	18.106 2942.225 35306.700			
Cook Painter	18.239 2963.838 35566.050	18.356 2982.850 35794.200	18.534 3011.775 36141.300	18.777 3051.263 36615.150
Materials Handler/Inventory Clerk Storekeeper/Printer	17.992 2923.700 35084.400	18.106 2942.225 35306.700	18.237 2963.513 35562.150	18.473 3001.863 36022.350
Cleaner C.S.S. Porter Kitchen Helper/Porter	17.764 2886.650 34639.800	17.877 2905.013 34860.150	17.992 2923.700 35084.400	18.174 2953.275 35439.300

S.E.I.U. Service Full and Part-Time
Effective: April 1, 2006
Percentage Increase = 1.0%

CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEAR
Team Leader - CSS Sterilization	19.022 3091.075 37092.900	19.189 3118.213 37418.550	19.302 3136.575 37638.900	19.433 3157.863 37894.350
C.S.S. Aide	18.123 2945.044 35340.533	18.290 2972.187 35666.241	18.409 2991.450 35897.394	18.544 3013.338 36160.059
Team Leader - Food Services	19.022 3091.075 37092.900	19.189 3118.213 37418.550	19.302 3136.575 37638.900	19.433 3157.863 37894.350
Cleaning Aide	17.824	17.938	18.053	18.174
Dietary Service Worker	2896.400	2914.925	2933.613	2953.275
Rehab Aide	34756.800	34979.100	35203.350	35439.300

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