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ST. JOSEPH'S HEALTH CENTRE
HUMAN RESOURCES

COLLECTIVE AGREEMENT

BETWEEN:

THE HOSPITAL COMMISSION
SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO

(hereinafter called the "Hospital")

OF THE FIRST PART

- a n d -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
S.E.I.U., A.F.L., C.I.O., C.L.C.

(hereinafter called the "Union")

OF THE SECOND PART

FULL TIME BARGAINING UNIT

EXPIRES MARCH 31, 1998

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ARTICLE 1 - GENERAL PURPOSE

- 1 :01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.
- 1:02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - BARGAINING UNIT OR SCOPE OF AGREEMENT

- 2:01 For the purpose of this Agreement, the term “employee” or “employees” shall mean only a Full Time employee or employees, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2:02 “Temporary employee” shall mean an employee hired for a specific assignment which shall not exceed three (3) months or in the case of maternity relief, the duration of the maternity leave, The term of the specific assignment may, however, be extended by agreement of the parties. Temporary employees will not be covered by the terms of this Collective Agreement, but will continue to be covered by the terms of the Part Time Collective Agreement. A copy of the notice of appointment of all temporary employees shall be provided to the Local Union.
- 2:03 “Permanent Part Time employee” shall mean an employee regularly employed for more than twenty-four (24) hours per week but less than Full Time employees. Permanent Part Time employees shall earn vacation, paid holidays and sick leave entitlement on a pro-rated basis in accordance with hours worked as Permanent Part Time.

ARTICLE 3 - RECOGNITION

- 3:01 The Union is recognised as the sole collective bargaining agency for all employees of the bargaining unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3:02 Both parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised with respect to the membership or activity in the Union, or non-membership of any employee in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned. No employee of the Employer shall be discriminated against because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, handicap, colour or ethnic origin.

ARTICLE 4 - UNION SECURITY

4:01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by- this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) New employees shall- have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment,
- (c) Union dues will be deducted from the employee's pay on the first pay of each month in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than fifteen (15) days after such deductions.
- (d) The Hospital agrees when forwarding Union dues to submit a list indicating the names and classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month. The Hospital agrees to provide to the Chairperson, Sarnia General Hospital Section, Local 220, lists of resigned or terminated employees when those lists are prepared by the Hospital.

4:02 Regular monthly Union dues referred to in this article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

4:03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

4:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of

the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

4:05. T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

6:01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency and generally govern the conduct of employees, and to establish and enforce rules and regulations necessary therefor. The Employer agrees that any such rules and regulations shall not conflict with the provisions of this Agreement and will inform the Union of changes in rules and regulations directly affecting employees' working conditions.
- (b) Hire, discharge, transfer, promote, demote, classify, or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed the probationary period within the bargaining unit has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7:01 The Union shall have the right to elect or otherwise select a Union Committee of five (5) employees; it being understood that one (1) Committee Member will be from the Part Time Bargaining Unit. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for or renewal of this Agreement. It is agreed that the Union Representative of Local 220 may be present with the Committee.

7:02 The Union shall elect from amongst employees, Stewards whose duties shall be to assist employees in presenting their grievances to the designated representative of the

Hospital in accordance with the grievance procedure. The Union shall notify the Hospital in writing of the names of the Stewards selected.

- 7:03 (a) The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working and upon completion of such duties shall report back to that official,
- (b) In accordance with this understanding in paragraph (a) above such employees shall be compensated by the Employer for time lost from regular hours of work while meeting with representatives of the Hospital in dealing with matters arising out of this Agreement.
- 7:04 The Union Committee and the Employer shall meet each month at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of the subjects to be discussed.
- 7:05 The Union agrees to supply the Employer with the names of the Stewards and the members constituting the Committee and will keep such a list up-to-date at all times.
- 7:06 The Employer agrees to supply the Union Office, the Union Committee Members and Stewards with the names of Department Heads and Supervisors in Departments having employees covered by this Agreement and the names of the persons in the Management Committee, The list will be provided each January but the Hospital will give notice to the Union Office of changes as they occur so that the list can be maintained in a current position.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Department Head or Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Department Head or Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the Department Head or Supervisor is unable to adjust a complaint to their mutual

satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the Department Head or Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Department Head or Supervisor to attempt to adjust his complaint.

8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his Department Head or Supervisor and a copy to the Human Resources Department. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Head or Supervisor will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the grievance must be submitted to the Director of Human Resources (or his designate) to be discussed at a meeting between the Director of Human Resources (or his designate), the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired.

The Director of Human Resources (or his designate) shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

If the employee wishes, he may submit a written grievance, in the form prescribed for Step No. 1, at Step No. 2 without first following Step No. 1. Where an employee decides to leave out Step No. 1, he must, nevertheless, first comply with the requirement of Article 8:02 and then must submit his written grievance at Step No. 2 within ten (10) calendar days following the decision of his immediate supervisor.

8:04 **Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 2 within ten (10) working days, it may

be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.

8:05 **Discharge Grievance**

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

8:06 **Group Grievance**

Where two or more employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

8:07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

ARTICLE 9 - ARBITRATION

9:01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

- 9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9:05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9:06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 9:07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

ARTICLE 10 - PERSONAL FILE

- 10:01 An employee shall upon written request have an opportunity to view his personal file. The information the employee may review will be:
1. Application form.
 2. Written warnings and evaluations.
 3. Incident reports.
 4. Medical file, provided it is reviewed on site and in the presence of the Director of Occupational Health and Safety or designate.
- 1 0:02 Whenever an employee is being issued a written discipline, suspended or discharged, and such disciplinary action will become part of the employee's record, a Union Committee member or Steward will be notified and may be present if the employee so requests.

10:03 All discipline will be removed from an employee's file after 18 months providing there has been no similar occurrences.

ARTICLE 1 1 - PROBATIONARY PERIOD, SENIORITY, TRANSFER AND PROMOTION

1 1 :01 An employee will be considered on probation until after he has completed forty-five (45) days of work within any twelve (12) calendar months, Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital, Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

The Employer agrees to provide copies of job descriptions to all employees (Union), if available.

11:02 In the case of promotion, transfer, where the employees' qualifications and experience to perform the work of the job concerned are relatively equal, seniority shall apply.

11:03 A copy of the seniority list will be posted on the Union Bulletin Boards, showing the employee's name and seniority date and will be brought up-to-date in March and September of each year according to the records of the Employer. After such posting, the Seniority Lists shall be final except as to any employee who disputes under the Grievance Procedure, the accuracy of his seniority date within thirty (30) days after the list is posted. The Employer agrees to supply the Union Office, the Union Committee Members and Stewards with copies of the seniority list giving the list of names, addresses and classifications of the employees.

11:04 An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) has been laid off for the lesser of his length of seniority or thirty (30) calendar months;
- (b) is absent due to disability or illness or injury for a period of thirty (30) months or a period equivalent to the employee's length of seniority at the time the disability or illness or injury commenced, whichever is the lesser;
- (c) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing

a reason satisfactory to the Hospital, and failure to notify was not due to circumstances within the employee's control;

- (d) fails to return to work upon the expiration of a leave of absence, for reasons within the employee's control, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing;
 - (e) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.
 - (f) This article to be interpreted in a manner consistent with the provisions of the Human Rights Code.
- 11:05 (a) A member of the part time bargaining unit who transfers to the full time bargaining unit as the result of a job posting application will be credited for seniority purposes, the number of hours worked in the part time bargaining unit on the basis of 1650 hours equals one year; 7½ hours equals one day.
- (b) It is understood an employee transferring to the full time bargaining unit in a different classification will be required to serve a full time probationary period of forty-five (45) days worked.
 - (c) A part time employee who transfers to the full time bargaining unit in the same classification, and who has not completed his/her probationary period will be given credit for hours already spent on probation to a total of 337.5 hours (45 days worked).

ARTICLE 12 - LAYOFF AND RECALL

12:01 For the purpose of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except maternity leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.

12:02 In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice, provided, however, such notice shall not be required if the layoff occurs because of emergencies or any other condition beyond the reasonable control of the Hospital.

12:03 The Hospital will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

12:04 (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 from the early phases 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 Committee. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled

hours of work shall not lose regular earnings as a result of such attendance. 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.

12:05 **Notice of Layoff**

(a) **Union**

There shall be at least four (4) months notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) **Employees**

There shall be at least three (3) months notice to the affected employees in the event of a proposed layoff of a permanent or long term nature or in the event of a substantial bed cutback in service which affects or could affect the bargaining unit. A copy of any notice of layoff to an employee will be provided to the Union in accordance with 12:05 (a).

12:06 **Severance and Retirement Options**

(a) **Severance Pay**

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) **Retirement Allowance**

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff 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 one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks; on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note:

The Hospital may offer any employees a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A full-time employee who has completed one year of service and

- (i) whose layoff is permanent, or
- (ii) who is laid off for 26 weeks in any 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 weeks' pay or one weeks' pay per year of service to a maximum of 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.

12:07 Regional Staff Planning Committees

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

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures 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.

- 12:08 (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
- (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

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 less 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 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

- (c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the 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 intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address' being on record with the Hospital.
- (h) Employees on 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 layoffs.
- (l) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the Payroll Office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 13 - NEW CLASSIFICATION

13:01 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. 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 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 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, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

ARTICLE 14 - JOB POSTING

- 14:01 (a) It is mutually agreed that notices within the scope of the Bargaining Unit of any initial vacancy occurring or any new job created shall be posted on an approved Bulletin Board for seven (7) calendar days. The filling of such vacancy or new job created shall be based in accordance with Article 11:02.
- (b) Applicants must make written application for such vacancy by submitting it to the Human Resources Department during normal business hours within the

seven day period set out in Article 14:01 (a) above. A list of applicants will be provided to the Union.

- 14:02 If no employee applies for the initial or subsequent vacancy the Employer will accept applications from employees in the Part Time Bargaining Unit prior to giving consideration to persons not employed by the Hospital.
- 14:03 A vacancy created by the filling of the posted initial vacancy in a department shall be posted in accordance with Article 14:01 but all subsequent vacancies in a department shall not be posted but shall be filled in accordance with Article 11:02. It is understood and agreed that an employee may file a written application with the Employer for up to two said subsequent vacancies in a department.
- 14:04 An employee wishing consideration in the event of a position in another part of the Hospital being available, may file such a written application for up to two positions. An employee who has filed a written application for a position to which another person is assigned will be informed of the reasons that the employee was not assigned to the position concerned.
- 14:05 The successful applicant's name will be posted on the approved bulletin board immediately following their selection.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15:01 The standard work week shall be thirty-seven and one-half (37½) hours and the standard work day shall be seven and one-half (7½) hours, exclusive of an unpaid meal break, provided that employees complete their seven and one-half (7½) hours of work within an eight (8) hour period and the said thirty-seven and one-half (37½) hours shall be averaged over a 75 hour bi-weekly scheduling period for all employees.
- 15:02 (a) Authorized work performed in excess of an average of thirty-seven and one-half (37½) hours per week or seven and one-half (7½) hours per day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rates for the employee's job classification. It is understood that: overtime has to be authorized by the Department Head before overtime rates take effect. Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. There shall be no duplicating or pyramiding of overtime. Hours worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computation.

- (b) Where an employee who is regularly scheduled to work an average of 37 1/2 hours per week over the scheduling period, is called into work on a scheduled day off he shall be paid at the rate of time and one-half for all such hours worked.
- (c) In lieu of payment of overtime the Hospital, at its discretion, may grant, upon the request of the employee, time off at equivalent time and one-half.

15:03 Wherever possible, the Hospital will provide consecutive days off rather than alternate or staggered days. Also, the Hospital will endeavour where practicable to schedule an equal number of weekends off.

- 15:04 (a) On rotation of shifts, if an employee is required to work more than one shift within a 23 hour period, the hours worked in the second shift will be paid at time and one-half.
- (b) Where an employee works two consecutive shifts, he may request that his next scheduled shift be cancelled. The granting of this request shall be subject to the operational requirements of the Hospital, but shall not be unreasonably withheld.

15:05 It is understood and agreed that Article 15:01 has no application whatsoever to Permanent Part Time employees as described in Article 2:03. However, authorized work performed by a Permanent Part Time employee in excess of 37 1/2 hours per week or 7 1/2 hours per day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rate for the employee's job classification.

ARTICLE 16 - REST PERIODS

16:01 Regular Full Time employees shall be entitled to a paid 'rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.

Other employees (including employees who work shifts in excess of seven and one-half (7 1/2) hours) shall be entitled to paid rest periods of fifteen (15) minutes each for each four (4) hours of work during their shift.

ARTICLE 17 - PAID HOLIDAYS

17:01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 17:04 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
• Victoria Day'	Christmas Day
Canada Day	Boxing Day

17:02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

17:03 Holiday pay is defined as the amount of regular straight time, hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

17:04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

17:05 An employee who qualifies under Article :04, and is required to work on any of the abovenamed holidays will, at the option of the Employer, receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (11/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
- (b) pay at: the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days

following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

- 17:06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 17:07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 17:08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 17:09 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.

ARTICLE 18 - WAGES

- 18:01 Wages shall be paid on an hourly basis of pay. Wages shall be spelled out for all classifications by a starting rate, an intermediate rate after six (6) months, and a maximum rate after one (1) year for each year of the contract and paid in accordance with Schedule "A".
- 18:02 All employees are paid every second Wednesday and there should be no variation of advancing pay to employees.
- 18:03 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

ARTICLE 19 - SHIFT PREMIUM

- 19:01 Effective April 1, 1990 a shift differential of forty-eight cents (48) per hour, (being a shift commencing at or after 3 p.m.) shall be paid to all employees.

19:02 Effective April 1, 1990, an employee scheduled on a shift commencing at a time different from the afternoon shift (3:00 p.m. to 11:30 p.m.) will be paid forty-eight cents (48) per hour shift differential for all hours worked after 3:00 p.m. it is understood and agreed that this provision does not apply to the regular day shift employees.

19:03 Effective January 19, 1990 a weekend premium of forty-five cents (45) per hour will be paid for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 20 - RESPONSIBILITY ALLOWANCE

20:01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period of one shift or more, the employee shall be paid, in addition to his regular hourly rate, a premium of 10% of his regular hourly rate for each hour during which he is performing said assigned responsibilities.

ARTICLE 21 - TRANSFERS

When an employee requests and is permitted by the Hospital to transfer from one department to another he shall be paid as follows:

21:01 If he is being paid at the starting rate in his former department, he shall be paid the starting rate of the classification in the department to which he transfers and receives credit for one half of his prior service in qualifying for the intermediate and maximum rate.

21:02 On transfer, an employee who was being paid either the intermediate rate or the maximum rate in his former classification, will be paid one step below the intermediate or maximum rate, whichever is applicable. This rate will apply for one month, after which he will be paid a rate applicable to his new classification and his length of-service.

21:03 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to his/her former position and rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a part time employee was transferred to full time employment as a result of this placement, such employee shall be returned to her former part time position.

ARTICLE 22 - SICK LEAVE

22:01 The Hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. 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 deductions. The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

22:02 An employee will be required to notify his department Supervisor when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the Hospital. This message must include the employee's name, position and reason for absence. Employees should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this provision shall not apply unless the visiting nurse recommends a medical practitioner's report.

22:03 Only continuous service in the Full Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

22:04 The parties acknowledge that employees shall in all cases comply with Employee Health policies and in cases where the employee has not complied with statutory requirements for medical tests and clearances, then such employee shall not work until in compliance with such statutory requirements and such period of non-work shall be without pay.

The parties agree to co-operate in the furtherance of the goal of having employees who meet all required standards of health.

22:05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from Workers' Compensation 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 Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks. Upon notification of a successful WCB claim, and receipt of monies by the Hospital, the employee's entitlement under the short term portion of HOODIP or equivalent plan, will be reinstated to the extent that it was utilized to cover the preapproval period of the WCB claim.

ARTICLE 23 - VACATIONS

23:01 Employees working for the Hospital in the twelve month period preceding their vacation entitlement date shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

Vacation entitlement is:

- (1) An employee with more than one (1) year of continuous service but less than eight (8) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (2) An employee with more than eight (8) years of continuous service but less than fifteen (15) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (3) An employee with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (4) An employee who has completed more than twenty-five (25) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

Effective **April 1, 1992**, the above vacation entitlement will be changed to:

- (1) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- * (2) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (3) An employee with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (4) An employee who has completed more than twenty-five (25) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

It is understood and agreed that in Article 23 "week" means a standard work week as defined in Article 15. Accordingly, the three levels of vacation entitlement consist of the following hours of scheduled work time:

3	weeks	=	112½ hours
4	weeks	=	150 hours
5	weeks	=	187½ hours
6	weeks	=	225 hours

23:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

23:03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.

23:04 Vacations shall not be cumulative from year to year.

- 23:05 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.
- 23:06 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 24 - LEAVES OF ABSENCE

24:01 Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of one (1) month.

24:02 Bereavement Leave

In the case of death in the "immediate family" covered by this Agreement, an employee upon notification to the Hospital will be granted bereavement leave of up to five (5) consecutive days, commencing with the day following the day of death, without loss of regular pay for scheduled work for the purpose of attending and for making arrangements for the funeral. It is understood that in no case will the Hospital be required to pay bereavement leave for more than three (3) working days. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and grandparents-in-law.

An employee's parent shall be interpreted to include a person who stood in loco parentis to the employee and who reared the employee in place of his mother or father.

An employee's spouse shall be interpreted to include a person of the other sex with whom the employee co-habits in a conjugal relationship or partner of the same sex.

In the event of the death of an employee's mother, father, spouse or child, and it is impossible for the employee to attend the funeral, the employee shall be granted leave in accordance with the first paragraph of Article 24:02.

24:03 Pregnancy and Parental leave

- (1) Pregnancy and Parental leave will be granted in accordance with the provisions of the Employment Standards Act R.S.O., 1990 c. E. 14 (as amended) except where amended in this provision.
- (2) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks of continuous service.
- (3) The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery, if required.
- (4) The employee has the right to extend the pregnancy/parental leave to a maximum of 35 weeks in accordance with the Employment Standards Act R.S.O., 1990 c. E. 14 (as amended). Written notice by the employee to extend the pregnancy/parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (5) It is understood that during a pregnancy/parental leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits until the end of thirty (30) calendar days following the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (6) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (3) or (4) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

- (7) An employee on pregnancy leave in accordance with this Article and who is in receipt of Employment Insurance pregnancy benefits will be entitled to be paid the difference between 84% of her regular weekly wages (her straight time hourly rate multiplied by her normal weekly hours of work) and the sum of her weekly Employment Insurance benefit and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance cheque stub as proof of receipt of Employment Insurance benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

To maintain entitlement to this payment, the employee must produce to the Hospital each of the employee's Employment Insurance benefits throughout the maximum period of fifteen (15) weeks,

24:04 **Adoption Leave**

- (a) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to eighteen (18) weeks duration. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of 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, Such request for adoption leave shall not be unreasonably withheld.
- (b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. 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.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (c) This employee shall be reinstated to his former position if available, or given a comparable position at not less than his wages when he began his leave of absence.

24:05 **Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case 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 an employee's notification that he will be required to attend 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.

24:06 **Union Leave of Absence**

- (1) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of 40 days provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:
 - (a) not more than eight (8) employees of the Hospital are absent on any such leave at the same time, and not more than two (2) employees from a department;
 - (b) no one such leave of absence shall extend beyond two weeks;
 - (c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
 - (d) such request shall state the general nature of the function to be attended.
 - (e) employees on Union Leave of Absence will be paid for such leave by the Hospital, The Hospital will then forward a statement of such

wages to the Local 220 Union Office for reimbursement of the stated amount.

- (2) Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year 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.

24:07 **Education leave**

- (1) 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.
- (2) 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.

24:08 **Effect of leave of Absence**

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation Benefits or has qualified for Workers' Compensation Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of six (6) months.

Note:

The Pregnancy and Parental Leave and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

ARTICLE 25 - MAXIMUM ALLOWANCE

25:01 Employees shall not be called back for emergency overtime where there is an employee on the job who can perform the overtime work.

25:02 An employee called back to work after leaving the premises who reports to work outside his normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours' pay at time and one-half his regular, straight-time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

25:03 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within 30 days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 25:02.

25:04 Employees who report for any scheduled shift will be guaranteed at least three and three-quarters (3 3/4) hours of work, or if no work is available will be paid at least three and three-quarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

25:05 If an employee is called into work other than pursuant to Article 25:04 or Article 30:01 to replace an employee who fails to report at the commencement of his scheduled shift, and such employee reports within the hour of being called and works the entire rest of the scheduled shift, then such employee will be paid for the entire shift.

ARTICLE 26 - UNIFORMS

26:01 Where the Hospital requires an employee to wear a uniform, the Hospital shall either provide a uniform to the employee or provide to the employee a uniform allowance. The decision concerning which of the above is to be provided shall be at the sole discretion of the Hospital.

26:02 Where the Hospital decides to provide a uniform, it shall be selected and obtained by the Hospital and shall be of such style, texture and colour as may be designated by the Hospital.

26:03 The Hospital will pay an annual allowance of \$80.00 per year for uniforms to all employees in the bargaining unit who are required by the Hospital to wear uniforms while on duty which the Hospital does not supply. Such allowance will be paid monthly.

ARTICLE 27 - TERMINATION OF EMPLOYMENT

27:01 It is mutually agreed that employees severing their employment with the Hospital shall give the Employer one week's notice. The Hospital shall also give to each employee one week's notice in case of lay-off- or release except if discharged for cause.

27:02 Should the parties fail to comply with this clause, the Union Committee shall meet with the Hospital Committee to determine what action shall be taken for the said failure to comply with the above section provided, however, that the Hospital may discharge forthwith any employee for cause subject to the provision of Article 8:05 of this Agreement.

27:03 Any pay in lieu of vacation that is owing to an employee shall be determined on a pro-rata basis, namely, 4%, 6%, 8%, 10% or 12% of earnings as applicable.

ARTICLE 28 - HEALTH AND WELFARE PROGRAM

28:01 (a) The Hospital will provide the Group Life insurance Plan and will pay 100% of the billed premium for present and future employees covered by the Plan at the Sarnia General Hospital. Employees without the Group Life Insurance Plan will not be affected.

(b) The Hospital agrees to pay 75% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

28:02 The Hospital will provide the Extended Health Care Plan \$10/\$20 deductible, and will pay 100% of the billed premium for present and future employees covered by the Plan at the Sarnia General Hospital. Employees without the Extended Health Care Plan coverage will not be affected.

Effective December 1, 1988 the Hospital shall contribute 75% of the premium cost for Vision Care (\$150.00 every two (2) years).

28:03 Effective April 1, 1990 the Hospital shall contribute 75% of the billed premium toward coverage of eligible participating employees under the dental plan (Blue Cross #9 - Current O.D.A. Fee Schedule less one year) in the active employment of the Hospital and such employees shall pay the remaining premiums through payroll deduction.

28:04 It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

28:05 The Hospital agrees that all benefit plans will cover dependants until age twenty-five (25) while still attending post-secondary institutions-or those dependants that have a disability.

ARTICLE 29 - TOOL ALLOWANCE

29:01 A Maintenance Man who is required by the Hospital to provide his own set of tools shall be credited with four dollars and eighty cents (\$4.80) per month or fifty-two dollars and eighty cents (\$52.80) per year for the purchase of tools, the purchases to be administered by the Hospital.

ARTICLE 30 - STAND-BY PAY

30:01 Effective December 1, 1988 employees designated by the Hospital as on Stand-by will be paid two dollars and ten cents (\$2.10) per hour for each hour of Stand-by. Stand-by pay shall cease when the employee is called into work.

ARTICLE 31 - SUPERVISORS WORKING

31:01 Supervisors and Hospital personnel above the rank of Supervisor shall not perform work normally performed by employees in the bargaining unit, except in the case of emergency or for the purpose of instructing employees.

ARTICLE 32 - EXPERIENCE RATING

32:01 An employee commencing work with the Hospital who has had at least six (6) months verified experience in a General Hospital ending at any time during the previous twelve (12) months, shall receive the wage rate as set out in Schedule "A" with credit for his previous experience provided such previous experience was in the same classification in which he is employed by the Hospital.

ARTICLE 33 - BULLETIN BOARDS

33:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 34 - MEAL ALLOWANCE AND SHOE ALLOWANCE

34:01 If an employee is required to work more than two (2) hours of unscheduled overtime, the Employer shall, at its discretion, provide either a meal allowance of five dollars (\$7.00) or a meal ticket. Overtime must be contiguous to a regular shift.

34:02 Safety shoes of a type and style to be determined by the Hospital shall be worn at all times while on duty by employees in the following classifications:

Emergency Medical Attendant
 Maintenance Man, Certified
 Maintenance Man
 Maintenance Helper
 Stores Person
 Stores Helper
 Dietary Stores Person
 Lab Assistant II
 Kitchen Person

Effective April 1, 1998, the Hospital will provide an allowance of \$75 per pair. Replacement will be as required, but shall not be more frequent than once per year, except for reasons acceptable to the Hospital.

ARTICLE 35 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 35:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 35:02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- 35:03 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.
- 35:04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- 35:05 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.
- 35:06 Any representative appointed or selected in accordance with 35:02 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 and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 35:07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 36 - PREMIUM PAYMENTS

- 36:01 The premium payments under any of the terms of this Collective Agreement should not be duplicated or pyramided for the same hours worked.

ARTICLE 37 - RETROACTIVITY

- 37:01 The wage increase for all hours paid shall be effective on the listed dates and shall be retroactive as follows:



Employees at work on both April 1, 1998 and date of notice of ratification shall receive the wage rates set out in Schedule "A" of the Collective Agreement, Employees hired after the effective date shall be entitled to pro rata adjustment from the date of their employment.

Employees who have terminated their employment after April 1, 1998 shall have a period of thirty (30) days only from the date of execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration. The Employer shall be responsible to (contact in writing, (with a copy to the Union Office), at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive adjustment.

Unless specifically noted otherwise, all other amendments are effective upon date of ratification.

37:02 The retroactive payments shall be made on employee's regular cheques by November 18, 1998.

ARTICLE 38 - DURATION

38:01 This Agreement shall remain in effect until and including March 31, 1998 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

SIGNED at Sarnia, Ontario this - - - day of _____, 1998.

FOR THE UNION:

FOR THE HOSPITAL:

SCHEDULE "A"
OCTOBER 1, 1993
HOURLY WAGE RATE:

CLASSIFICATION	START	6 MONTHS	1 YEAR
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Maintenance Person (Certified)			
Maintenance Person			
Orthopaedic Assistant***			
EMCA - Unqualified			
R.N.A.			
Safety Security/Pharmacy Assistant			
P.M. & Lab. Assistant - I			
Head Cook*			
Stores Person/Courier			
Dietary Stores Person			
Stores Helper			
Lab Porter/SPD Porter			
Maintenance Helper			
Kitchen Person			
1 st Cook*			
2nd Cook*			
Sr. Lab Assistant* *			
Medical Lab. & Physical Med. Assistant			
SPD Aide, Nurse Aide, O.R. Aide			
Dark Room Attendant			
Kitchen Helper - I			
Emerg./Phys. Med./X-Ray Aides			
Kitchen Helper - II			
Unit Helper			

Effective April 1, 1993

Start

6 Months

Year

EMCA Qualified (without Defib.)
EMCA Qualified (with Defib.)

Sr. EMCA (without Defib.)
Sr. EMCA (with Defib.)

- * Cook's with certification -- If required, receive an additional 10 cents per hour.
- ** Sr. Lab. Assistant - \$0.678 cents per hour above Medical Lab. Asst.
- *** Orthopaedic Assistant - \$0.35/hour above R.N.A. rate.

SCHEDULE "A"
JANUARY 1, 1995
HOURLY WAGE RATE

CLASSIFICATION	START	6 MONTHS	1 YEAR
Maintenance Person (Certified)			
Maintenance Person			
Orthopaedic Assistant* * *			
EMCA - Unqualified			
R.N.A.			
Safety Security/Pharmacy Assistant			
P.M. & Lab. Assistant - I			
Head Cook*			
Stores Person/Courier			
Dietary Stores Person			
Stores Helper			
Lab Porter/SPD Porter			
Maintenance Helper			
Kitchen Person			
1st Cook*			
2nd Cook*			
Sr. Lab Assistant:**			
Medical Lab. & Physical Med. Assistant			
SPD Aide, Nurse Aide, O.R. Aide			
Dark Room Attendant			
Kitchen Helper - I			
Emerg./Phys. Med./X-Ray Aides			
Kitchen Helper - II			
Unit Helper			

Effective January 1, 1995 Start Months Year

EMCA Qualified (without Defib.)
EMCA Qualified (with Defib.)

Sr. EMCA (without Defib.)
Sr. EMCA (with Defib.)

- * Cook's with certification - If required, receive an additional 10 cents per hour.
** Sr. Lab. Assistant - \$0.678 cents per hour above Medical Lab. Asst.
*** Orthopaedic Assistant - \$0.35/hour above R.N.A. rate.

ADDENDUM TO THE (COLLECTIVE AGREEMENT

Between

**THE HOSPITAL COMMISSION
SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO**

(hereinafter called the "Employer")

OF THE ONE PART

and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
S.E.I.U., A.F.L., C.I.O., C.L.C.**

(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the Union is the Bargaining Agent for the Bargaining Unit of employees referred to in the Ontario Labour Relations Boards' Decision, dated November 1, 1971.

AND WHEREAS the employees referred to in the Ontario Labour Relations Boards' Decision were at that date employed by the Hospital Commission, Sarnia General Hospital.

AND WHEREAS the bargaining unit of employees are classified as Emergency Medical Attendant for the purpose of the Collective Agreement.

NOW THEREFORE the following shall be conditions of employment for the Emergency Medical Attendant of the Employer's Ambulance Service:

- (A) For the purposes of Service, Vacation and Sick Leave the parties agree to recognize the service of the Emergency Medical Attendant while employed by the Sarnia Ambulance Service;
- (B) A Steward shall be elected or appointed from amongst and to represent the Emergency Medical Attendant;
- (C) (i) Working provisions applying to Emergency Medical Attendants are as per the attached Letter of Agreement.

- (ii) All calls into work other than regular scheduled hours will be paid at time and one-half for every hour worked. If called in at any time to do one emergency call the Emergency Medical Attendant will be paid three (3) hours at time and one-half and leave after the call is completed.
- (D) The parties agree that the Employer will supply the uniforms as follows:

- One winter parka
- One tunic
- Two pair summer pants
- Two pair winter pants
- One winter sweater

In addition, the Employer will furnish shirts and ties as determined by the Hospital; the Employer will provide an allowance for safety shoes as set out in the Collective Agreement Article 34:02; and the Employer will dry clean trousers, tunics and parkas furnished by the Hospital.

- (E) Rates of Pay for Qualified Emergency Medical Attendant (includes all bonuses and allowances) and paid in accordance with Schedule A.

**Unqualified Emergency Medical Attendant shall be paid in accordance with Schedule "A".
- (F) Meals:
Each employee shall be granted a meal allowance up to \$7.00 upon presentation of a receipt when he is required to travel out of Lambton County during a meal time, or at the discretion of the employee's Supervisor.
- (G) It is agreed that Dispatchers exercise supervisory duties, and are excluded from the Bargaining Unit, and it is further agreed, subject to the requirements of the operations of the Ambulance Service that the Dispatchers will not perform work normally performed by the employees of the Bargaining Unit except in the case of emergencies, or circumstances beyond the control of the Hospital, or for the purpose of instructing employees.
- (H) It is agreed that this Addendum is to form part of the current Collective Agreement between the parties and that where the provisions of this Addendum are in conflict or are inconsistent with the provisions of the Collective Agreement, the provisions of this Addendum are to govern.

SIGNED at Sarnia, Ontario this day of _____, 1998.

FOR THE UNION:

FOR THE HOSPITAL:

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LETTER OF AGREEMENT

BETWEEN:

**THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO**

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

WORKING PROVISIONS APPLYING TO EMERGENCY MEDICAL ATTENDANTS

It is hereby agreed that the following working provisions shall apply to Emergency Medical Attendants:

(1) **HOURS OF WORK**

The Standard work day for Emergency Medical Attendants shall be 12 hours of work inclusive of a 30 minute paid meal period.

The standard day shift shall commence at 08:00 hours and end at 20:00 hours.

The standard night shift shall commence at 20:00 hours and end at 08:00 hours.

Such designation of the working day for the Ambulance Service, however, does not limit the scheduling of daily hours of work with earlier starting and finishing time should circumstances warrant a change in the scheduling of hours of work.

(2) **WORK WEEK**

Hours of work shall be scheduled over 3 six week rotations with work hours levelled on each six week schedule to provide 40 hours of work per week. Employees begin work at Schedule #1, proceed to Schedule #2 and then Schedule #3. On completion of Schedule #3, the employee rotates back to Schedule #1.

The normal hours of work are 37½ hours per week, 7½ hours daily, exclusive of unpaid meal period. It is understood and agreed where Emergency Medical Attendants are required to work 8 hours in a day they will be paid for such time at the regular straight time hourly rate of pay. (From the 1980 Memorandum of Agreement).

As in the above paragraph, Emergency Medical Attendants on 12 hour shifts are required by the Hospital to work the same hours per day, and, therefore, will be paid the straight time hourly rate for hours of work worked in excess of the levelled 37½ hours per week up to and including the levelled 40 hours of work per week.

(3) * **OVERTIME**

Authorized work performed in excess of the levelled 40 hours per week or 12 hours per day will be paid for at the rate of time and one-half the employee's straight time regular rate of pay.

(4) **SHIFT PREMIUM**

Shift premium shall be paid in accordance with the Collective Agreement on the basis of 4 hours shift premium when working the day shift and 12 hours shift premium when working the night shift.

(5) **CALL-IN**

Call-in pay shall be in accordance with the Collective Agreement.

(6) **STANDBY**

Standby pay shall be paid in accordance with the Collective Agreement.

(7) **PAY PERIOD**

The pay period for employees begins at 0800 hours on Tuesday and ends two weeks later at 0800 hours on Tuesday.

(8) **HOSPITAL HOLIDAYS**

Employees shall receive paid Hospital Holidays in accordance with the Collective Agreement.

An employee who is required to work on a paid Hospital Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternate day off either 30 days before or 30 days following the holiday based on the standard work day of 7½ hours.

An employee who works on a paid Hospital Holiday, and elects not to take a lieu day off, shall receive in addition to his overtime pay for work performed on such holiday, 7½ hours pay based on the standard work day at his regular straight time hourly rate.

The 7½ hour straight time pay will be paid in the pay period in which the paid Hospital Holiday falls.

(9) **REST PERIODS**

Rest periods shall be in accordance with the Collective Agreement.

(10) **VACATIONS**

Vacations shall be earned in accordance with the Collective Agreement. The vacation schedule in the Collective Agreement shall be converted into hours on the basis of a twelve (12) hour work schedule.

No more than two Emergency Medical Attendants shall be away at any given time for vacation.

The Emergency Medical Attendants will be divided into two groups for vacation planning. Seniority will apply in each group for vacation scheduling.

Note:

The conditions and benefits outlined in this schedule are subject to change in accordance with any applicable change in the Collective Agreement.

(11) **SICK LEAVE**

Each employee shall be entitled to sick leave in accordance with the Collective Agreement as follows. Any reference in the new plan to days earned shall be converted into equivalent hours on the basis of one (1) work day equals 12 hours.

The Hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. 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. The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

An employee will be required to notify his department Supervisor when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the Hospital. This message must include the employee's name, position and reason

for absence. Employees should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this provision shall not apply unless the visiting nurse recommends a medical practitioner's report.

Only continuous service in the Full Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

(12) PERSONAL C T S

'The Hospital agrees to repair mandatory effects damaged while on duty. The Hospital reserves the right to consider each case on its own merit. Any request will not be unreasonably denied.

(13) MANAGEMENT CRITERIA FOR TERMINATION OF 12 HOUR SHIFT SCHEDULE

(01) The following criteria are considered to be alone, or in combination, adequate reason for withdrawal by Management from the 12 hour shift schedule:

- (1) The additional cost of the 12 hour shift proposal exceeds costs of the 8 hour schedule.
- (2) Amendments to the Collective Agreement which would make the 12 hour shift unmanageable.
- (3) Passing of new Acts or Amendments to the existing Employment Standards Act which call for overtime premiums not now in existence.
- (4) Unfavourable rulings or penalties being imposed by The Workers' Compensation Board.
- (5) If problems arise related to provision of coverage for sickness, emergencies, etc., they will be reviewed by the Committee. If the problems cannot be resolved, Management reserves the right to cancel the 12 hour shift schedule.
- (6) Increased worker fatigue caused by long hours of work, outside interests or other conditions.
- (7) Deterioration of the safety, sickness or absenteeism experience.

(02) Resolution of Problem Areas

Since it is impossible to anticipate all of the situations and problems which may arise during the 12 hour shift schedule, it is understood that the Hospital will attempt to resolve any problems in the same manner as it did in the study leading to the initiation of the 12 hour shift system.

If resolution of a problem is not possible, either group can terminate the new schedule by giving 30 days notice.

Dated at SARNIA, this day of _____, 1998.

FOR THE UNION:

FOR THE HOSPITAL:

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*Revised to reflect contract changes.

~~SCHEDULE~~
HOURLY WAGE RATE
APRIL 1, 1995

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
R.P.N.	16.94	17.94	18.86
X-RAY AIDE	15.67	15.77	15.87
PHARMACY TECHS	15.59	16.40	17.21
OR AIDE	17.01	17.11	17.21
UNIT HELPER	15.67	15.77	15.87
E.R. AIDE	17.01	17.11	17.21
AC AIDE	17.01	17.11	17.21
SAFETY & SECURITY	15.32	15.42	15.52
DARK ROOM	14.64	14.74	14.84
LAB TECHNICIAN	16.29	16.39	16.49
ORTHO ASSISTANT	18.58	18.68	18.78
P.M.	15.03	15.13	15.23
SR. LAB TECH	16.38	16.48	16.58