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EMP.	97 10 11
TERM.	93 10 10
No. OF EMPLOYEES	262
NOMBRE D'EMPLOYÉS	262

Collective Agreement

between

BELLEVILLE GENERAL HOSPITAL

and

**THE SERVICE EMPLOYEES
UNION, LOCAL 183**

AFL-CIO-CLC

Expiry Date: October 10, 1993

JAN 20 1994

FULL-TIME WORKERS

05696(05)

FULL-TIME

SERVICE

COLLECTIVE AGREEMENT

between

BELLEVILLE GENERAL HOSPITAL

(herein called the "Hospital")

and

SERVICE EMPLOYEES' UNION, a voluntary union of employees affiliated with A.F. of L., C.I.O., C.L.C. representing certain employees of the Employer, through its Local 183.

(hereinafter called the "Union")

Expires October 10, 1993

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ARTICLE 1 - PURPOSE:

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Belleville General Hospital to the patients or the public.

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 - Scope Clause

This Agreement applies to all employees referred to below (2.02), and as set out in the Wage Schedules hereinafter provided.

2.02 - Recognition Clause

WHEREAS the Union, by certificate dated July 10th, 1957 is the sole certified bargaining agent for all employees of the Belleville General Hospital at Belleville and Bancroft, Ontario save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel such as physiotherapists, occupational therapists, psychologist, electroencephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians - supervisors, persons above the rank of supervisor, office staff, chief engineer and stationary engineers and persons regularly employed not more than twenty-four (24) hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS:

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

- a) Maintain order, discipline and efficiency and to establish and enforce rules, policies and regulations to be observed by employees which are not inconsistent with the provisions of this Agreement;
- b) Hire, discharge, transfer, promote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) To determine in the interest of efficient operation and highest standard of service, the hours of work, which are not inconsistent with the terms of the Agreement; work

ARTICLE 3 - MANAGEMENT RIGHTS cont'd:

assignments and work schedules, provided always that reasonable notice shall be given to employees involved of any changes to be made.

- d) Generally to operate the Hospital and without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used, methods to be used, and to select and direct the use of all materials required in the operation of the Hospital, and to establish and enforce rules governing the use of materials and equipment in the interests of the safety and well-being of the patients, the public and the employees and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in the Agreement.

ARTICLE 4 - DEFINITIONS:

4.01 - Temporary Employees

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

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

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

4.02 - Definition

The use of the term 'his' throughout this Agreement shall be understood to read as 'his and/or her'.

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

ART. 5 - UNION SECURITY cont'd:

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.

5.02 - Interview Period

It is mutually agreed that a Union representative will be given an opportunity of interviewing each new employee during the Hospital's general orientation program for the purpose of informing such employees of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names and addresses of the employees to be interviewed. The duration of each interview shall not exceed fifteen (15) minutes. The interview shall take place during the employee's probationary period, on the Employer's premises, in a room designated by the Employer and the employees shall report to this room for interviews during the interview period. All interviews shall be arranged with the Employer's Chief Executive Official or his representative.

5.03 - Relationship

- a) The terms and conditions of this Agreement will apply equally to all employees who are subject to the provisions thereof, and those employees who deal with the Employer on an individual basis will not receive preferential treatment over those who deal with the Employer through the Union.
- b) The Employer agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or **practiced** by the Employer or any of his representatives with respect to any employee because of his membership in, or connection with the Union.
- c) The Union agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or **practiced** upon the employees of the Employer by any of its members or representatives, and there will be no solicitation for membership, collection of dues, or other Union activities

ARTICLE 5 - UNION SECURITY cont'd:

on the premises of the Employer during an employee's working hours, except as provided for in this Agreement.

ARTICLE 6 - NO STRIKE/LOCKOUT:

6.01 This Agreement contains an orderly procedure for final disposition of all grievances. The Union **recognizes** that it is essential that there should be no interference with the services of the Hospital to the public and to its patients, and agrees, therefore, that it will not cause, direct or condone a strike or any other form of collective action which would interfere to any degree with the efficient operation of the Hospital during the term of this Agreement. The Employer agrees that it will not cause or direct any lock-out of its employees.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES:

7.01 - Grievance Committee

- a)
 - i) The Hospital will **recognize** a Grievance Committee composed of the Chief Steward and not more than three (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.
 - ii) At North Hastings District Hospital, the Hospital will **recognize** a Grievance Committee composed of not more than two (2) employees, one of whom shall be the Local steward, selected by the Union and 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.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES cont'd:

- 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) The Employer acknowledges the right of the Union to appoint or otherwise select ten (10) stewards, one from each of the following Departments:

Supply, Processing and Dispatch (SPD) - Porters - Laundry
Housekeeping - Maintenance - Dietary - Nursing
Ward Aides - Orderlies - North Hastings District Hospital

- h) Union stewards shall be permitted to wear an identification badge, supplied by the Union, indicating the Department they represent, and designating if they are Chief Steward.

7.03 - Central Bargaining Committee

- a) In future, central bargaining between the Service Employee's 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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES cont'd:

point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.

- b) It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7) and in no case will more than one (1) employee from a Hospital be entitled to such payment.
- c) The Union shall advise the Hospital's Central Negotiating Committee before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

7.04 - Local Negotiating Committee

- a) The Hospital agrees to recognize a Negotiating Committee comprising of nine (9) 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 five (5) 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.

ARTICLE 8 - GRIEVANCE AND ARBITRATION:

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

8.02 The grievance shall identify the nature of the grievance, the

ARTICLE 8 - GRIEVANCE AND ARBITRATION cont'd:

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, upon request, to the presence of his steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

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

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence.

Step 1

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

Step 2

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

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

Step 3

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION cont'd:

the Chief Executive Officer of the Hospital or the designated Hospital representative.

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

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

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 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 - Group Grievance

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

8.07 - Discharge Grievance

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION cont'd:

- 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** Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.
- 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** When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a Chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 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 Chairman, 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

ARTICLE 8 - GRIEVANCE AND ARBITRATION cont'd:

fees and expenses, if any, of the Chairman of the Arbitration Board.

- 8.16** Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17** Wherever Arbitration Board is referred to in the Agreement, the parties hereto **may** mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY:

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) **days** of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (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 and is at the sole discretion of the Hospital.

9.02 - Definition of Seniority

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

Seniority will operate on a Bargaining Unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and 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 full-time service and seniority on the basis of 1725 hours for each year of full-time 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.

ART LE 9 - SENIORITY cont'd:

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 has received the notice of recall, and fails to report to work within ten (10) working days after he has **received** the notice of recall;
- g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

9.05 - Effect of Absence

Unless otherwise provided in this Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's

ARTICLE 9 - SENIORITY cont'd:

anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of WCB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WCB 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 eighteen (18) months if an employee's absence is due to a disability resulting in WCB benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 - Seniority - Local Provisions

- a) Employees having less than forty-five (45) working days of service shall be considered probationary employees and will have no seniority rights during this probationary period.
- b) Seniority lists of permanent employees shall be maintained by the Hospital for each non-interchangeable occupational group. Each list shall show the date of hire of each employee.
- c) A copy of the seniority lists will be supplied to the Union in January of each year. The amount of sick leave credits (bank) accumulated to date will be indicated on the January seniority list.
- d) If an employee is transferred permanently from one non-interchangeable occupational classification to another, the seniority previously acquired shall also be transferred, but in cases of temporary transfer, the employee shall retain seniority in the original non-interchangeable classification from which transferred.

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 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

ART LE 10 - JOB SECURITY cont'd:

Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) 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 (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

ARTICLE 10 - JOB SECURITY cont'd:

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.

10.02 Notice of Layoff**a) Union**

There shall be at least three (3) months' notice to the Union in the event of a proposed layoff 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

In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

10.03 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 his 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.

ARTICLE 10 - JOB SECURITY cont'd:

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

- c) A full-time employee who has completed one (1) year of service and
 - i) whose layoff 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 recall rights are still in effect. Once an employee does opt to receive the severance payment, he shall be deemed to have resigned, and his recall rights shall **be** extinguished.

10.04 Regional Staff Planning Committees

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

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

ARTICLE 10 - JOB SECURITY cont'd:

10.05 Layoff and Recall

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

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (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 five percent (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.

- 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.

ARTICLE 10 - JOB SECURITY cont'd:

- 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 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

ARTICLE 11 - JOB POSTING cont'd:

Bargaining Unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and Holidays. All applications are to be made in writing within the posting period.

- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this Bargaining Unit for positions referred to in Article .01, employees in other SEU 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 SEU Service Bargaining Units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the Posting Procedure or the Request for Transfer Procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements,
- 11.07 The Successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other

ARTICLE 11 - JOB POSTING cont'd:

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 posting 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. Contracting out to an Employer who is **organized** and who will employ the employees of the Bargaining Unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT:

13.01 Supervisors excluded from the Bargaining Unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the Bargaining Unit.

13.02 - **Employment Agencies**

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

13.03 **Volunteers**

- 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.

ARTICLE 13 - WORK OF BARGAINING UNIT cont'd:**13.04 - Ratio of RNs to RNAs**

At the **time** of considering whether or not to alter the ratio of RN's to RNA'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 reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

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 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 layoff under conditions referred to above, will be given notice of the **impending change** in **employment** status

ARTICLE 14 - TECHNOLOGICAL CHANGE cont'd:

at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

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

ARTICLE 15 - LEAVES OF ABSENCE:**15.01 - Bereavement Leave**

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

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 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, **endeavor** 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

ARTICLE 15 - LEAVES OF ABSENCE cont'd:

Employer shall pay the full costs associated with the courses.

15.03 - Jury and Witness Duty

- a) 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:
 - i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - ii) presents proof of service requiring the employee's attendance;
 - iii) deposits with the Hospital the full amount of compensation received excluding **mileage**, travelling and meal allowance and an official receipt thereof.
- b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such Hearing at the rate of time and one-half (1 1/2) his regular straight time hourly rate subject to i), ii) and iii) 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.

ARTICLE 15 - LEAVES OF ABSENCE cont'd:

- d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of unemployment insurance pregnancy benefits pursuant to Section 18 of the **Unemployment Insurance Act**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The 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 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.

ARTICLE 15 - LEAVES OF ABSENCE cont'd:

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) Effective November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of unemployment insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance parental benefits, and shall continue while the employee is in receipt of such

ART. 15 - LEAVES OF ABSENCE cont'd:

benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The 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.

- f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- 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 Adoption Leave

- a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the Adoption Agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave as set out above who is in receipt of unemployment insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the

ARTICLE 15 - LEAVES OF ABSENCE cont'd:

Hospital of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance adoption 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.

- c) Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.
- d) Credits for seniority shall accumulate during the period of the leave.
- e) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.
- f) An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption 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.

15.07 - Full-time Union Office

- a) 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 selected 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.
- b) 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.

ARTICLE 15 - LEAVES OF ABSENCE cont'd:

15.08 - Union Leave

- a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- c) The cumulative total leave of absence, the number of employees that may be absent at any one time and from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- d) Such leaves of absence shall not be for longer than two (2) weeks duration or on more than two (2) occasions in the Contract Year.

15.09 - Personal Leave

- a) The Hospital may grant leave of absence, without pay, to any employee for legitimate personal reasons and any employees who are absent with such written permission shall not be considered to be laid off.
- b) Requests for such leave of absence must be made at least one (1) month in advance.
- c) Such leave will be granted with due regard to proper coverage in the department concerned.

ARTICLE 16 - HOURS OF WORK:

16.01 - Daily and Weekly Hours of Work

- a) The regular hours of work for all employees shall average seventy-five (75) hours (exclusive of meal periods) in a bi-weekly pay period. The intent of this clause is as far as possible to provide for a five (5) day work week with two (2) days in seven (7) off duty, and where possible the days off to be consecutive.
- b) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice-versa. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

ARTICLE 16 - HOURS OF WORK cont'd:**16.02 - Rest Periods**

- a) All employees will be allowed two (2) periods per day of fifteen (15) minutes duration without reduction in pay and without increasing the regular working hours.
- b) When an employee performs **authorized** overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

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

16.04 - Weekends Off

In scheduling shifts the Hospital will **endeavor** to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 1/2) 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.

ARTICLE 16 - HOURS OF WORK cont'd:

16.05 - Meal Periods

Each employee shall **be** allowed thirty (30) minutes for meals on their own **time**.

16.06 - No Guarantee

The Employer does not guarantee work for the following hours or any other hours.

16.07 Posting of Schedules

Schedules indicating days off will be posted at least two (2) weeks in advance and will not be changed without the consent of both parties except in a case of emergency.

16.08 - Exchange of Shifts

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

16.09 Weekend Defined

A weekend is defined as a period commencing not later than 0001 hours on Saturday and ending not earlier than 2400 hours on Sunday.

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 the Wage Schedules of this Agreement.

17.02 - Definition of Overtime (Overtime Premium)

- a) Authorized **time** worked in excess of the normal daily hours (7 1/2) or normal **bi-weekly** hours (75) of the Hospital shall be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.
- b) Time and one-half (1 1/2) the employee's regular straight time rate shall be paid for all work performed on an employee's scheduled day off.
- c) The Employer agrees that employees shall not be required to take time off to avoid payment of overtime.

ARTICLE 17 - PREMIUM PAYMENT cont'd:

- d) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable **authorized** overtime work.
- e) Call back shall not be considered as hours worked for purposes 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 (1) hour's prior notice not to report for work. An employee must accept available work as assigned.

17.04 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two-dollars and ten cents (\$2.10) per hour for all hours on standby.

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

17.05 - Call-back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 1/2) 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) above. 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 regular shifts, 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

ARTI E 17 - PREMIUM PAYMENT cont'd:

greater of two and one-half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and time and one-half (1 1/2) his straight time hourly rate, subject to the other provision set out above.

17.06 - Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 - Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

17.08 - 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 (1/2) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.09 - Overtime - Lieu Time

a) 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:

i) payment at time and one-half (1 1/2) regular straight time rate; or

ii) time and one-half (1 1/2) off.

Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) 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.

17.10 - Paid Time to Working Time

a) Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their

ARTICLE 17 - PREMIUM PAYMENT cont'd:

regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

- b) 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.

17.11 - No Pyramiding

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours be counted as part of the normal work week and also as hours for which overtime premium is paid.

ARTICLE 18 - ALLOWANCES:

18.01 - Meal Allowance

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

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$60.00 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 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 regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty-five cents (\$.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY:

19.01 - Accident Prevention - Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 19 - HEALTH AND SAFETY cont'd:

19.02 - Protective Clothing

- a) 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.
- b) Effective September 1, 1988 and on that date for each subsequent year, the Hospital will provide **\$35.00** per year to each full-time employee who is required by the Hospital to wear safety footwear **during** the course of his duties.

ARTICLE 20 - PAID HOLIDAYS:

20.01 - Number of Holidays

There shall be twelve (12) holidays and these holidays are set out below:

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

Should the Hospital be required to observe an additional paid holiday 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 provide the number of paid holidays as noted above remains unchanged.

- a) An eleventh holiday, classed as a floating holiday, shall be provided between New Year's and Easter.

In order to qualify for this floating holiday, an employee must have completed his probationary period as of January 2nd before taking the holiday and must be actively employed for at least twenty (20) days worked in the period of time noted.

- b) A twelfth holiday, classed as a floating holiday shall be provided by the Employer between May 1st and November 30th each year.

In order to qualify for this floating holiday, an employee

ARTICLE 20 - PAID HOLIDAYS cont'd:

- must have completed his probationary period as of May 2nd before taking the holiday and must be actively employed for at least twenty (20) days worked in the period of time noted.
- c) The two float holidays shall be taken at a time mutually agreed upon by the Department Head and the employee within the periods defined.
 - d) Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. When work is performed on a statutory holiday, payment will be at the rate of time and one-half (1 1/2) in addition to the holiday pay or a total of double time and one-half (2 1/2) where the holiday is worked.
 - e) If an employee so requests, and it is convenient and agreeable to the Department Head, they may be granted a day off in lieu of holiday pay, it being understood that any days so scheduled will not be changed.
 - f) 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 (2 1/2) times his regular straight time hourly rate for such additional **authorized** overtime.
 - g) In general, employees will alternate with each other in being absent from work on holidays - for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.
 - h) Employees' preferences will be carefully considered, before posting of schedules, providing there is no **delay** in stating the preference.
 - i) In any of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.
 - j) To qualify for payment for statutory holidays, the employee must work his regular scheduled shift immediately preceding and succeeding the holiday unless absent by reason of legitimate illness confirmed by medical certificate, if requested and such illness commenced within thirty (30) days prior to the date of the holiday.
 - k) Pay for holidays which fall within the probationary period of **any** employee shall not be payable until after the probationary period of service, referred to elsewhere in this Agreement, has been completed.

ARTICLE 20 - PAID HOLIDAYS cont'd:

- l) An employee required to work on the day scheduled as his statutory holiday shall be paid at time and one-half (1 1/2), plus his regular day's pay.
- m) For clarification purposes of when a holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed, before 0800 hours.

ARTICLE 21 - VACATIONS:

21.01 - Vacation Entitlement

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

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

An employee who has completed one (1) year but less than three (3) years of continuous service as of June 30th shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of June 30th shall be entitled to three (3) weeks' annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989 the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of June 30th shall be entitled to four (4) weeks' annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989 the service requirement for four (4) weeks' vacation shall be six (6) or more years of full-time continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990 the service requirement for four (4) weeks' vacation shall be five (5) or more years of continuous service.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of June 30th shall be entitled to five (5) weeks' annual

ARTICLE 21 - VACATIONS cont'd:

vacation with pay.

An employee who has completed twenty-five (25) or more years shall be entitled to five (5) weeks' annual vacation with pay. of continuous service as of June 30th shall be entitled to six (6) weeks' annual vacation with pay.

- ii) 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.
- iii) Registered Nursing Assistants with one (1) year or more of continuous service as of June 30th shall receive an annual vacation of three (3) weeks at their regular rate of pay.

21.02 - Approved Leave of Absence During Vacation

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

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

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

21.03 Vacation Scheduling

- a) For the purpose of calculating vacation entitlement and vacation pay, the vacation year will be from July 1st to June 30th.
- b) All normal deductions made from an employee's pay will be made from the vacation pay.
- c) Vacations may not be accumulated from one year to the next.
- d) All vacation periods will be arranged with an employee's Department Head, with consideration being given to the employee's wishes and the needs of the Department.
- e) The Hospital will post by March 15th, a vacation preference list in each department and each employee employed in the department should indicate prior to April 15th, his preference(s) for vacation; in the event of conflict, seniority shall govern consistent with the efficient operation of the department. The vacation schedule will be

ARTICLE 21 - VACATIONS cont'd:

confirmed by May 15th and may not be altered unless with the mutual consent of the employee and the Department Head. Any remaining time for vacation, particularly during the period June 15th to August 31st, shall thereafter, be granted on a first come first serve basis consistent with the efficient operation of the department.

- f) Where more employees have indicated the same period than the Hospital can reasonably grant, preference for the choice of vacation period shall be given to employees having the most seniority, consistent with the efficient operation of the department.
- g) Where employees have not selected their remaining vacation entitlement by May 1st of each vacation year, the vacation is to be scheduled by mutual consent between the employee and the Department Head. Should any unused vacation remain to the credit of any employee on June 1st of the vacation year such vacation will be scheduled by the Department Head.
- h) It is understood and agreed that where an employee is entitled to more than two (2) weeks' vacation, the Hospital may require such employee to take his vacation in interrupted periods, particularly during the period of June 15th to August 31st, if necessary.

ARTICLE 22 - HEALTH AND INSURED BENEFITS**22.01 - Insured Benefits**

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

- a) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- b) The Hospital agrees to contribute seventy-five (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective June 1, 1990, coverage will include vision care

ARTICLE 22 - HEALTH AND INSURED BENEFITS cont'd:

(maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual) and the deductible 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 the HOGLIP 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 fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective June 1, 1990, the Hospital's contribution to the Dental Plan will be seventy-five percent (75%).

22.02 - Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided that the benefits provided thereby are substantially the same.

22.03 - Pension

- i) All present employees enrolled in the Hospital's Pension Plan shall maintain their **enrollment** in the Plan subject to its' terms and conditions.
- ii) New employees shall, as a condition of employment **enroll** in the Plan subject to its' terms and conditions.

22.04 The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his participation in the following group plans:

1. Extended Health Care, including Vision Care and Hearing Aid allowance.
2. Dental Plan

ARTICLE 23 - INJURY AND DISABILITY:**23.01 - Workers' Compensation Injury**

Not applicable

ARTICLE 23 - INJURY AND DISABILITY cont'd:**23.02 - Disabled Employees**

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

ARTICLE 24 - SICK LEAVE:**24.01 - Sick Leave and Long-Term Disability**

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1984 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- b) 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.
- c) Effective December 31, 1982 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- i) Supplement payment for sick leave days under the new program or paragraph e) below which would otherwise be at less than full wages and,
- ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave

ARTICLE 24 - SICK LEAVE cont'd:

bank in accordance with the foregoing and he shall be entitled on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

- iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is **recognized** by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one-hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may **utilize** such sick leave credits while awaiting approval of a claim for Workers' Compensation.
- d) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) 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.
- f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- g) Any dispute which **may** arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- h) - **Unemployment Insurance Rebate**

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- i) When an employee claims to be sick the Hospital reserves the right to require proof of illness, by medical certificate.

ARTICLE 24 - SICK LEAVE cont'd:

- j) Before an employee may return to work from a sick day he must report to the Employee's Health Service for a return to work permission slip.
- k) An employee who is ill or suffers an accident may not receive vacation pay until he has recovered from the illness and can return to work,
- l) An employee who becomes ill after having started his vacation may not begin claiming sick benefits until the conclusion of his vacation period. For the purpose of this clause, vacation shall be deemed to have commenced following the completion of the last shift worked.
- m) An employee may not receive both sick leave pay and vacation pay at the same time.

24.02 - Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION:

25.01 - Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year'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

ARTICLE 25 - COMPENSATION cont'd:

agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

25.03 - Temporary Transfer

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

It is understood, however, that notwithstanding the foregoing an employee shall not receive a lower rate because of the transfer and where his service in the new classification would, except for this provision, be lowered, he shall maintain the rate held prior to the transfer until such time as his service in the new classification entitles him to an increase.

25.04 - Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of **pay** for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavor 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.

ARTICLE 25 - COMPENSATION cont'd:

- 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) Employees assigned by the Hospital as **Leadhand** shall receive an additional twenty-five dollars (\$25.00) per month, or fourteen cents (\$.14) per hour.
- b) Ward Aides working in the Operating Room, Recovery Room and Emergency area shall be paid an additional three-dollars (\$3.00) per shift.
- c) An untrained Orderly is considered to be on probation for six (6) months or until he completes the Orderly training course provided by the Hospital, whichever occurs first. A further extension of three (3) months may be mutually agreed on should he fail in his first attempt to pass the course. Continuation of employment will depend on successful completion of the course.

At the end of six (6) months and providing he has successfully completed the course he shall be reclassified and will start at the six (6) month rate of trained Orderly.

- d) A Registered Nursing Assistant is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act of 1974. Registered Nursing Assistants are required to present to the Nursing Administration Office by February 15th of each year their current certificate of competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the Registered Nursing Assistant, being reverted to the salary status of a Nursing Assistant, non-registered. Reinstatement to the status of a Registered Nursing Assistant shall be effective the first pay period following the date of presentation of proof of certification as above.

ART LE 25- COMPENSATION cont'd:

25.06 - Transfer to Lower Rated Classification

- a) Should an employee transfer, through a Job Posting, to a lower rated job classification, the employee will move to the same increment time step within the lower range.
- b) When an employee is transferred from a higher rated job classification to a lower rated job classification for the convenience of the Hospital and the ease of its operation, he shall continue to be paid at his current rate until such time as the rate(s) in the classification to which transferred, provides an increase above his current rate.
- c) When an employee is transferred from a higher rated job classification to a lower rated job classification at his own request on a temporary basis, in accordance with Article 11.05, the employee will move to the same increment time step within the lower range.

ARTICLE 26 - MEETINGS WITH THE EXECUTIVE DIRECTOR:

26.01 At the request of either the Executive Director or a committee of employees in the Local, meetings may be arranged for the discussion of matters of mutual interest (other than grievances). The party requesting such a meeting shall, when making the request, forward an agenda of the matters to be discussed at least seventy-two (72) hours before the date of the meeting.

ARTICLE 27 - REMOVAL OF DISCIPLINE:

27.01 Any letter of reprimand will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 28 - ACCESS TO FILES:

28.01 Each employee shall have reasonable access to his file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a Supervisor. A copy of the evaluation will be provided to the employee at his request.

ARTICLE 29 - BULLETIN BOARDS:

29.01 The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union meetings and related activities. All notices other than notices of Union meetings and related activities must be signed by the proper Officer of the local Union and be submitted to the Director of Human Resources for approval before being posted.

ARTICLE 30 - TIMEKEEPING ARRANGEMENTS:

30.01

- a) Each employee shall conform to the timekeeping requirements of the Hospital. Failure to do so may be a cause for disciplinary action.
- b) No allowance will be made for time on the record outside of the employee's scheduled working hours unless **authorized** on each occasion by the employee's Department Head. Time shown on the record will be regarded as the employee's own time and will not be paid for.
- c) Employees desiring to leave the Hospital premises prior to normal quitting time must obtain permission from his Department Head before leaving his work. Employees arriving late will be **penalized**.

ARTICLE 31 - LOCKERS:

31.01 Locker facilities will be provided for the employees' convenience.

ARTICLE 32 - PAY PROCEDURES:

32.01 All employees will be advanced from the start rate on the next level on the Wage Schedules contained herein, in accordance with the length of service required in the classification. Temporary service or assignment in another classification will not alter an employee's date for advancement unless permanently appointed to another classification or an employee's service is affected by an unpaid leave of absence as specifically contained in this collective agreement.

Although some effective dates will fall between pay periods, the days on the new rate of pay will be included in the employee's next pay.

32.02 The Employer agrees that wages will be paid by deposit to the employee's credit in any bank or trust company in Belleville designated by the employee, and will be available for withdrawal therefrom on a regular pay day every two (2) weeks. When the banks or trust companies are closed on a regular pay day, wages will be available for withdrawal on the preceding day on which they are open.

32.03 The Hospital agrees to pay active employee(s) their regular wages and maintain their benefits while that employee(s) is on leave of absence for Union business. The Hospital shall be subsequently reimbursed by the Union for that same amount, including the percentage to cover fringe benefits. Reimbursement to the Hospital shall be within thirty (30) days of the Hospital rendering the account.

ART 33 - PRINTING OF CONTRACTS:

33.01 The Hospital agrees to pay fifty percent (50%) of the cost of printing the contract in booklet form.

ARTICLE 34- WORK APPAREL:

34.01

- a) Uniforms and working apparel must be worn at all required times, and employees are expected to report to their working place at their starting time attired for the performance of their duties. The uniforms and other apparel are the property of the Employer, and must not be removed from the premises without permission.
- b) The above paragraph will include all maintenance personnel who will be required to wear uniforms.
- c) Female employees shall have the option of purchasing at their own cost, pant suits which shall conform to the colour code of the individual department. Employees who elect to purchase their own pant suits shall be responsible for laundering and maintaining them to the Hospital's satisfaction.

34.02 The wearing of nursing caps shall be optional.

ARTICLE 35 - LETTER OF UNDERSTANDING:

The practice of the Hospital is to schedule an Operating Room Technician on the day shift on Saturday and Sunday and this Technician is placed on stand-by for the other hours in this two (2) day period.

The parties recognize that unforeseen circumstances may require that the Technician be called in to work on several occasions during the stand-by period and may spend considerable time on duty. The Hospital will endeavor to provide six (6) consecutive hours of free time to this employee during a twenty-four (24) hour period.

ARTICLE 36- DURATION:

36.01 - Renewal

- a) 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 be given notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

ARTI E 36 - DURATION cont'd:

- b) It is understood and agreed that 'local matters' mean those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.
- c) Notwithstanding Article 36.02, the parties may mutually agree to extend the Agreement for the purpose of continuing negotiations in the hope of reaching settlement without recourse to procedures provided for in the Labour Relations Act of the Province of Ontario.
- d) It is understood that during any negotiations following upon notice of termination or amendment, either party may bring forward counter proposals arising out of, or related to the original proposals.

36.02 - Term

This Agreement shall continue in effect until October 10, 1993 and shall remain in effect from year to year thereafter unless either party gives the other party notice in writing not earlier than three (3) calendar months nor later than one (1) calendar month prior to the **expiry** date of this Agreement of its desire to terminate or amend this Agreement.

SIGNED AT **BELLEVILLE**, ONTARIO this 1st day of February, 1993

FOR THE HOSPITAL

L. Hartin

B. Steinberg

B. Maitland

G. V. Williams

FOR THE UNION

L. Hattie-MacNeil

T. Young

E. Beattie

L. Mondeville

D. Donaldson

R. Anthony

S. Kennelley

R. Rowland

L. Hovinga

J. Barrett



WAGE SCHEDULES

SEU 183 EFFECTIVE OCT. 11, 1991

	EFF. DATE	COMMENCE	6 MONTH	1 YEAR	2 YEAR
Groundskeeper-NHDH	Oct.11/90	10.765	10.845	10.925	11.055
	Oct.11/91	10.873	10.954	11.035	11.166
	Oct.11/92	11.091	11.174	11.256	11.390
	Apr. 1/93	11.202	11.286	11.369	11.504
	Sep. 1/93	11.259	11.343	11.426	11.562
Ward Aide Diet Aide (.39PE) Laundry Aide Housekeeping Aide	Oct.11/90	12.743	12.821	12.892	12.970
	Jan. 1/91	13.133	13.211	13.282	13.360
	Oct.11/91	13.265	13.344	13.415	13.494
	Oct.11/92	13.531	13.611	13.684	13.764
	Apr. 1/93	13.667	13.748	13.821	13.902
Sep. 1/93	13.736	13.817	13.891	13.972	
SPD Technician Lndry Presser(.26PE)	Oct.11/90	12.861	12.931	13.011	13.095
	Jan. 1/91	13.121	13.191	13.271	13.355
	Oct.11/91	13.253	13.323	13.404	13.489
	Oct.11/92	13.519	13.590	13.673	13.759
	Apr. 1/93	13.655	13.726	13.810	13.897
Sep. 1/93	13.724	13.795	13.880	13.967	
Seamstress (.15PE)	Oct. 11/90	12.970	13.066	13.135	13.212
	Jan. 1/91	13.120	13.216	13.285	13.362
	Oct.11/91	13.252	13.349	13.418	13.496
	Oct.11/92	13.518	13.616	13.687	13.766
	Apr. 1/93	13.654	13.753	13.824	13.904
Sep. 1/93	13.723	13.822	13.894	13.974	
Dietary Assistant	Oct.11/90	13.147	13.195	13.290	13.359
	Oct.11/91	13.279	13.327	13.423	13.493
	Oct.11/92	13.545	13.594	13.692	13.763
	Apr. 1/93	13.681	13.730	13.829	13.901
	Sep. 1/93	13.750	13.799	13.899	13.971
Child Life Worker (.13PE)	Oct.11/90	13.371	13.440	13.519	13.605
	Jan. 1/91	13.501	13.570	13.649	13.735
	Oct.11/91	13.637	13.706	13.786	13.873
	Oct.11/92	13.910	13.981	14.062	14.151
	Apr. 1/93	14.050	14.121	14.203	14.293
Sep. 1/93	14.121	14.192	14.275	14.365	

WAGE SCHEDULES (cont'd)

	<u>EFF. DATE</u>	<u>COMMENCE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Gen.Help-Dietary	Oct.11/90	13.121	13.190	13.269	13.355
Janitor	Oct.11/91	13.253	13.322	13.402	13.489
Linen Sorter	Oct.11/92	13.519	13.589	13.671	13.759
Expediter	Apr. 1/93	13.655	13.725	13.808	13.897
Porter-Material	Sep. 1/93	13.724	13.794	13.878	13.967
Porter-Patient					
Gen.Help ~ SPD	Oct.11/90	13.153	13.230	13.324	13.394
Groundskeeper	Oct.11/91	13.285	13.363	13.458	13.528
	Oct.11/92	13.551	13.631	13.728	13.799
	Apr. 1/93	13.687	13.768	13.866	13.937
	Sep. 1/93	13.756	13.837	13.936	14.007
Baker	Oct.11/90	13.269	13.355	13.434	13.511
Stores Helper	Oct.11/91	13.402	13.489	13.569	13.647
Driver	Oct.11/92	13.671	13.759	13.841	13.920
Cook's Helper	Apr. 1/93	13.808	13.897	13.980	14.060
	Sep. 1/93	13.878	13.967	14.050	14.131
Cook	Oct.11/90	13.434	13.512	13.591	13.660
Linen Washer	Oct.11/91	13.569	13.648	13.727	13.797
O.R. Attendant	Oct.11/92	13.841	13.921	14.002	14.073
	Apr. 1/93	13.980	14.061	14.143	14.214
	Sep. 1/93	14.050	14.132	14.214	14.286
Assistant Chef	Oct.11/90	13.511	13.591	13.660	13.738
SPD Technical	Oct.11/91	13.647	13.727	13.797	13.876
Assistant	Oct.11/92	13.920	14.002	14.073	14.154
	Apr. 1/93	14.060	14.143	14.214	14.296
	Sep. 1/93	14.131	14.214	14.286	14.368
O.R. Technician	Oct.11/90	13.550	13.630	13.700	13.780
(Recognized Course)	Oct.11/91	13.686	13.767	13.837	13.918
	Oct.11/92	13.960	14.043	14.114	14.197
	Apr.1 /93	14.100	14.184	14.256	14.339
	Sep.1 /93	14.171	14.255	14.328	14.411

WAGE SCHEDULES (cont'd)

	<u>EFF. DATE</u>	<u>COMMENCE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	
Orderly Untrained	Oct.11/90	13.550	13.630			
	Oct.11/91	13.686	13.767			
	Oct.11/92	13.960	14.043			
	Apr. 1/93	14.100	14.184			
	Sep. 1/93	14.171	14.255			
Orderly Trained	Oct. 11/90	13.700	13.780	13.855	13.947	
	Health Care Aide	Oct.11/91	13.837	13.918	13.994	14.087
	Nsg. Asst non reg.	Oct.11/92	14.114	14.197	14.274	14.369
		Apr. 1/93	14.256	14.339	14.417	14.513
		Sep. 1/93	14.328	14.411	14.490	14.586
Storeskeeper	Oct.11/90	13.835	13.907	13.986	14.066	
	Oct.11/91	13.974	14.047	14.126	14.207	
	Oct.11/92	14.254	14.328	14.409	14.492	
	Apr. 1/93	14.397	14.472	14.554	14.637	
	Sep. 1/93	14.469	14.545	14.627	14.711	
Reg Nursing Asst.	Oct.11/90	14.067		14.183	14.312	
	(.28PE) Jan. 1/91	14.347		14.463	14.592	
	Oct.11/91	14.491		14.608	14.738	
	(.35PE) Jan. 1/92	14.841		14.958	15.088	
	Oct.11/92	15.138		15.258	15.390	
	(1.12PE) Jan. 1/93	16.258		16.378	16.510	
	Apr. 1/93	16.421		16.542	16.676	
	Sep. 1/93	16.504		16.625	16.760	
Reg Nursing Asst. (with O.R. Course)	Oct.11/90	13.966		14.084	14.213	
	Oct.11/91	14.106		14.225	14.356	
	Oct.11/92	14.389		14.510	14.644	
	Apr. 1/93	14.533		14.656	14.791	
	Sep. 1/93	14.606		14.730	14.865	

	<u>EFF.DATE</u>	<u>COMMENCE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Gen Maint.Helper	Oct.11/90	14.234	14.308	14.391	14.475
Activity Therapist	Oct.11/91	14.377	14.452	14.535	14.620
Activationist	Oct.11/92	14.665	14.742	14.826	14.913
	Apr. 1/93	14.812	14.890	14.975	15.063
	Sep. 1/93	14.887	14.965	15.050	15.139
Maintenance Gen'l	Oct.11/90	14.827	14.911	15.011	15.087
Maintenance	Oct.11/91	14.976	15.061	15.162	15.238
Gen'l- NHDH	Oct.11/92	15.276	15.363	15.466	15.543
	Apr. 1/93	15.429	15.517	15.621	15.699
	Sep. 1/93	15.507	15.595	15.700	15.778
Painter	Oct.11/90	15.192	15.445		
	Oct.11/91	15.344	15.600		
	Oct.11/92	15.651	15.912		
(.50)	Apr. 1/93	16.151	16.412		
	Apr. 1/93	16.313	16.577		
	Sep. 1/93	16.395	16.660		
Carpenter	Oct.11/90	15.604	15.858		
	Oct.11/91	15.761	16.017		
	Oct.11/92	16.077	16.338		
(1.00)	Apr. 1/93	17.077	17.338		
	Apr. 1/93	17.248	17.512		
	Sep. 1/93	17.335	17.600		
Plumber	Oct.11/90	15.768	16.021		
	Oct.11/91	15.926	16.182		
	Oct.11/92	16.245	16.506		
(1.00)	Apr. 1/93	17.245	17.506		
	Apr. 1/93	17.418	17.682		
	Sep. 1/93	17.506	17.771		

	<u>EFF DATE</u>	<u>COMMENCE</u>	<u>6 MONTH</u>
Electrician 11 (1.00)	Oct.11/90	15.929	16.183
	Oct.11/91	16.089	16.345
	Oct.11/92	16.411	16.672
	Apr. 1/93	17.411	17.672
	Apr. 1/93	17.586	17.849
	Sep. 1/93	17.674	17.939
Maint Mech. Bldg Mech/Welder	Oct.11/90	15.929	16.183
	Oct.11/91	16.089	16.345
	Oct.11/92	16.411	16.672
	Apr. 1/93	16.576	16.839
	Sep. 1/93	16.659	16.924
Electrician (1.00)	Oct.11/90	16.123	16.376
	Oct.11/91	16.285	16.540
	Oct.11/92	16.611	16.871
	Apr. 1/93	17.611	17.871
	Apr. 1/93	17.788	18.050
	Sep. 1/93	17.877	18.141
Maint Technologist	Oct.11/90	16.319	16.582
	Oct.11/91	16.483	16.748
	Oct.11/92	16.813	17.083
	Apr. 1/93	16.982	17.254
	Sep. 1/93	17.067	17.341

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING

Re: SHIFT PREMIUM

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

This Letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payment.

Signed at Belleville, Ontario this 1st day of February, 1993

FOR THE HOSPITAL

L. Hartin

B. Steinberg

B. Maitland

G. V. Williams

FOR THE UNION

L. Hattie-MacNeil

T. Young

E. Beattie

L. Mondeville

D. Donaldson

R. Anthony

S. Kennelley

R. Rowland

L. Hovinga

J. Barrett

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING

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

Pursuant to the Mitchnick interest arbitration award dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 for the term of the collective agreement.

Signed at Belleville, Ontario **this** 1st day of February, **1992**

FOR THE PARTICIPATING LOCAL UNIONS

FOR THE PARTICIPATING HOSPITALS

L. Hattie-MacNeil

L. Hartin

T. Young

B. Steinberg

E. Beattie

B. Maitland

L. Mondeville

G. V. Williams

D. Donaldson

R. Anthony

S. Kennelley

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