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EFF.	7/10/82
TERM.	10/10/83
No. OF EMPLOYEES	119
NOMBRE D'EMPLOYES	119

COLLECTIVE AGREEMENT

BETWEEN

TRENTON MEMORIAL HOSPITAL

and

SERVICE EMPLOYEES UNION, LOCAL 183

A.F.L. - C.I.O. - C.L.C.

EXPIRY DATE: OCTOBER 10, 1993

FULL AND PART TIME WORKERS

10-10-93

COLLECTIVE AGREEMENT

BETWEEN

TRENTON MEMORIAL HOSPITAL

(hereinafter called the "Hospital")

Of the First Part

- and -

SERVICE EMPLOYEES UNION, LOCAL 183

A.F.L. - C.I.O. - C.L.C.

Of the Second Part

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ARTICLE 1 - PURPOSE:

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital, the Union representing the employees as defined by the certificate dated August 13, 1962, which will not interfere with the successful operations of the Trenton Memorial Hospital as a public service institution intended to provide adequate hospital and clinical service to the general public.

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 Scope Clause

The Union is hereby established as the sole collective Bargaining Agent for all employees in the Bargaining Unit, as defined in Article 2.02 hereof, and the Hospital undertakes that it will not enter into any other agreement with such employees, either individually or collectively which will conflict with any of the provisions of this Agreement.

2.02 Recognition Clause

WHEREAS the Union, by certificate dated August 13th, 1962, is the sole certified Bargaining Agent for all employees of the Trenton Memorial Hospital at its hospital in Trenton, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, chief engineer, clerical personnel, 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 reasonable rules and regulations governing the conduct of the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Copies of changes of rules and regulations will be forwarded to the Union Office;
 - b) hire, discharge, transfer, promote, demote,

classify, and suspend or otherwise discipline employees provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- c) Generally to manage and operate the Hospital, and without restricting the generality of the foregoing, to determine all work procedures, kinds and locations of equipment, and materials to be used, and the number and allocation of employees required from time to time.

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 probationary 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

Whenever used, in this Collective Agreement, the feminine gender shall mean and include the masculine gender.

ARTICLE 5 - UNION SECURITY:

5.01 a) 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.

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

- c) 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.
- d) 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.
- e) 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.
- f) The Hospital will add Union dues deductions to the employee's T4 slip at the end of the year for the purpose of tax deductions.

5.02 Interview Period

The Hospital agrees to provide a Representative of the Union with the opportunity to meet newly hired employees of the Hospital during their probationary period. It is agreed that this meeting, which shall not exceed fifteen (15) minutes, may take place on the Hospital's premises and the time and place of such interview shall be designated by the Hospital.

5.03 Employee Lists

In order to facilitate the administration of this Agreement, this Hospital will supply to the Union a list of employees acting in a supervisory capacity and will indicate by appropriate job titles the nature and extent of their authority in January and July of each year. The Union will supply the Hospital with a list of its Representatives and Stewards. Both parties agree that these lists will be promptly revised from time to time whenever changes become necessary.

5.04 Relationship

- a) Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.
- b) The Union agrees that there will be no Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or otherwise in writing by the Hospital.

ARTICLE 6 - NO STRIKE/LOCKOUT:

- 6.01 The Union recognises that it is essential that there be no interference with the services of the Hospital to the public and to its patients and agrees, therefore, that there will not be any strike or any other form of collective action which will interfere to any degree with the operation of the Hospital. The Hospital agrees that there will not be any lock-out of its employees.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES:

7.01 Grievance Committee

- a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 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.
- b) The Union shall keep the Hospital notified, in writing, of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.
- c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

- d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the Supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate Supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- e) Nothing in this Article shall preclude full time Stewards from representing part time employees and vice versa.
- f) The number of Stewards and the areas which they represent, are to be determined locally.
- g) The Hospital acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards to assist employees in presenting their grievances to the Representatives of the Hospital under the Grievance Procedure. In addition to the Chief Steward, there may be two (2) Stewards from the Nursing Department and one (1) Steward from the Engineering and Maintenance Department.
- 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.

ARTICLE 7 - UNION REPRESENTATION & COMMITTEES: (cont'd)

7.03 Central Bargaining Committee

- a) In future central bargaining between the Service Employees Union and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending Central Negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.
- 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 Hospital's 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 four (4) members to be elected, or appointed from amongst employees in the Bargaining Unit, who have completed their probationary period.
- b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular

scheduled working hours 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 purpose of this Agreement, a grievance or complaint is defined as a difference arising either between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, 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 the 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 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.

STEP 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted, in writing, to the Chief Executive Officer of the Hospital or the designated Hospital Representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital Representative and the designated Union Representative 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 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 having 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 any 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 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:

- a) confirming the Hospital's action in discharging the employee, or
- b) reinstating the employee with up to full compensation for time lost, or
- c) any other arrangement which may be deemed just and equitable.

- 8.08 Failing settlement under the foregoing procedure any grievance maybe 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 the 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 (2) 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 maybe 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 requisites 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 Chairman, will be final and binding upon the parties hereto and the **employe** or employees concerned.

- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits set out in this article
- 8.17 Whenever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree, in writing to substitute a single Arbitration 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) calender months. Upon completion of the probationary period, he shall be credited with seniority equal to forty-five (45) working days. The release or discharge of an employee during probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital. 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.

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 service and seniority on the basis of one thousand seven hundred twenty five (1,725) 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 1,725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

9.04 Loss of Seniority

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

- a) employee quits;
- b) employee is discharged and the discharge is not reversed through the Grievance and Arbitration Procedure;
- c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) employee has been laid off for twenty-four (24) months;
- f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice to 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

- 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 concern appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen weeks if an employee's absence is due to disability resulting in W.C.B. benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to illness.

9.06 Seniority - Local Provisions

- a) Seniority lists of employees who have acquired seniority shall be maintained by the Hospital for each non-interchangeable occupational group. Each list shall show the employee's seniority date and his classification.

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- b) Seniority lists shall be provided by the Hospital to the Union in January and July of each year and the seniority lists in January of each year shall carry the employee's sick leave credit, i.e. the amount of days in their sick leave bank, in addition to other information contained on the seniority list.
 - c) If an employee is transferred permanently between full time and part time status his seniority and service shall also be transferred. In cases of temporary transfers for less than sixty (60) full shifts worked, the employee shall retain seniority in the original non-interchangeable occupational group from which transferred.

ARTICLE 10 - Job Security

10.01

- (a) With respect to the development of any operation or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

- (b) Staff Planning Committee

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

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) Identifying and seeking ways to address the retraining needs of employees;

- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least (2) two 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.

Accountability

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

10.02 - Notice of Lay-Off

(a) Union

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

(b) Employees

In the event of a lay-off of a permanent long-term nature, the Hospital will provide affected employees with two (2) weeks notice 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 lay-off 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 lay-off or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of lay-off 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 lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of 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 employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

- (c) A full-time employee who has completed one year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

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

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 a 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 employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospital shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

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

10.05 - Lay-Off and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid

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

responsible for his proper address being on record with the Hospital.

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason for his/her duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 - Benefits on Lay-Off

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

Article 11 - Job posting

11.01 Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and Holidays. Vacancies created by the filling of an initial permanent vacancy within the Bargaining Unit shall be posted for a period of 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 11.01 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 either Article 11.01 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 11.01, employees in other S.E.U. 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 11.01, and selection shall be made in accordance with Article 11.03 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 S.E.U. 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 11.03 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 employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees Will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

11.09 Consideration will be given equally to part-time and full time employees when filling job vacancies. Terms and conditions regarding skill, ability and seniority will be considered as per the Collective Agreement.

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 maybe **utilized** to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT:

13.01 Work of the Bargaining Unit

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

The use of volunteers to perform Bargaining Unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

13.04 Ratio of RN's to RNA's

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 be 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/her regular job.
- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the Bargaining Unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04 Employees with one (1) or more years' of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.
- 14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignments 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, 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, and employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

- 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 **subpeona** 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.

ARTICLE 15 - LEAVES OF ABSENCE:

15.04 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) 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 benefits 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 employees' 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 15.05 - PARENTAL LEAVE

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in the provisions. 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.

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 on 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 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 work 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.

ARTICLE 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 (2) 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 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.

Credits for seniority shall accumulate during the period of leave .

The Hospital will continue to pay its share of 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.

- d) 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 leave. Subject to any changes to the employee's status which would have occurred had she 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.

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 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) It is understood and agreed, however, that any leave of absence shall not exceed two (2) weeks' and not more than three (3) employees shall be absent at the same time with the provision that there shall be no more than one (1) employee per nursing unit or other department. For additional requests made by the Union over and above three (3) employees, the Hospital may grant said leave on an individual basis. The total cumulative leave of absence granted to any employee under this clause shall not exceed three (3) weeks in any calendar year.

15.09 Personal Leave

- a) The Hospital may grant leave of absence, without pay and without loss of seniority, to any employee for the legitimate personal reasons. All requests for such leaves shall be made in writing.
- b) Requests for such leave of absence must be made at least one (1) month in advance.

ARTICLE 16 - HOURS OF WORK:

16.01 Daily and Weekly Hours of Work

- a) The regular work week shall average thirty-seven and one-half (37 1/2) hours exclusive of meal times for each employee averaged over seventy-five (75) hours in a bi-weekly period.
- 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.

16.02 Meal and Rest Periods

- a) There is one (1) meal period of thirty (30) minutes and two (2) rest periods of fifteen (15) minutes each in each seven and one-half (7 1/2) hour shift.
- 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.

16.03 Time Off Between Shifts

No less than two (2) consecutive shifts will be scheduled between changes of shifts and at least forty-eight (48) hours off shall be scheduled following the night shift schedule unless the employee concerned and the Hospital agree otherwise.

16.04 Weekends Off

In scheduling shifts, the Hospital will endeavour 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.
- v) WEEKENDS OFF FOR FULL TIME EMPLOYEES
Full time union employees will have every other weekend off. Should any employee request extra weekends they must make arrangements as per the ONA guidelines.

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

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

For purposes of scheduling, a "weekend" shall be defined as the forty-eight (48) hour period commencing no later than 2330 hours Friday.

- 16.05 No Guarantee
The following hours of work clause does not constitute a guarantee as to the hours of work per day, nor as to the days of work per week.
- 16.06 Posting of Schedules
Shift schedules and days off will be posted at least two (2) weeks in advance. Requests for specific days off are to be submitted at least two (2) weeks in advance of posting.
- 16.07 Exchange of Shifts
The Hospital may allow an exchange of shifts upon written request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from the exchange of shifts. Requests will not be unreasonably withheld.

ARTICLE 16 - HOURS OF WORK: (cont'd)

- 16.08 No less than two (2) consecutive shifts will be scheduled off after an employee works seven (7) consecutive shifts.
- 16.09 The night shift shall be the first shift of the day.
- 16.10 An employee who normally rotates on all three (3) shifts shall not be scheduled to work more than two (2) consecutive weeks of evenings and/or night shift without his written consent.
- 16.11 Four (4) days off will be scheduled in every two (2) week period. No employee shall be scheduled to work more than seven (7) consecutive shifts. Days off shall be scheduled by the Hospital on the following basis:
- i) two (2) periods of two (2) days off; or
 - ii) one (1) period of three (3) days off and one (1) period of one (1) day off; or
 - iii) two (2) periods of one (1) day off and one (1) period of two (2) days off in a two (2) week schedule.

ARTICLE 17 - PREMIUM PAYMENT:

- 17.01 Definition of Regular Straight Time Rate of Pay
not applicable
- 17.02 Definition of Overtime (Overtime Premium)
- (a) All authorized overtime in excess of seven and one-half (7 1/2) hours in any day for employees who are regularly scheduled to work a seven and one-half (7 1/2) hour shift or seventy-five (75) hours over a bi-weekly pay period, shall be paid at one and one-half (1 1/2) the employee's regular straight time rate of pay except for authorized overtime on a statutory holiday which shall be paid at two and one-half (2 1/2) times the employee's regular straight time rate of pay.
 - (b) An employee shall be paid one and one-half (1 1/2) times his straight time rate of pay for all work performed on his regular scheduled day off.

- (c) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (d) Call back shall not be construed as hours of work for purposes of this Article.

17.03 Reporting Pay

Employees who report for work for which they are scheduled shall be guaranteed at least four (4) hours of work if no work is available shall be paid for at least four (4) hours at their regular straight time rate of pay. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one (1) hours' prior notice not to report for work.

17.04 Standby

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

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

17.05 Call-back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular 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 after which they shall revert back to the regular shift.

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

17.06 Shift Premium

Employees shall be paid retroactive to October 11, 1987, 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.

ARTICLE 17 - PREMIUM PAYMENT: (cont'd)

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 payment at the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 1/2) then time off shall be at one and one-half (1 1/2) times).
- b) 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
not applicable

17.11 No Pyramiding

Overtime premium will not be duplicated or pyramided, nor shall other premiums be duplicated nor pyramided.

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 sixty dollars (\$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 her 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 endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

- a) The Hospital agrees to continue its present practice 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 thirty-five dollars (\$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 a) Subject to the provisions of Article 20.03, employees shall be paid at their regular straight time of pay for the following:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Thanksgiving Day
2nd Monday in Feb	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2nd Monday in June

- 20.02 For clarification purposes of when a Statutory Holiday begins and ends, the first shift of the Holiday shall be the shift where the majority of hours are scheduled before 0800 hours.

- 20.03 In order to qualify for payment of the above mentioned holidays, an employee must have worked his last scheduled full shift immediately before and his first scheduled shift immediately following the holiday and the holiday if scheduled, except in cases of vacation, or sickness commencing within thirty (30) days prior to the commencement of the holiday as evidenced by a medical certificate, acts of God, or similar reasons.

ARTICLE 20 - PAID HOLIDAYS: (cont'd)

- 20.04 An employee required to work on any of the above-named holidays shall be paid either time and one-half (1 1/2) for each hour worked on the holiday and an alternative day off at regular pay in lieu of the holiday, (within thirty (30) days of the holiday) or shall be paid two and one-half (2 1/2) times his regular straight time rate, but in no case shall the foregoing entitle any employee to be paid an amount in excess of two and one-half (2 1/2) times his regular straight time rate.
- 20.05 a) During Christmas and New Year's, employees will be scheduled so that they will only be required to work (a) Christmas Eve, Christmas Day and Boxing Day or (b) New Year's Eve and New Year's Day. Each year an employee's assignment to (a) or (b) will be alternated. If employees agree to switch time off under this provision, eligibility for time off in succeeding years shall be based upon the original schedule as posted.
- b) The Hospital will endeavour to provide four (4) days off at either Christmas or New Year's. Christmas will include Christmas Eve, Christmas Day and Boxing Day and New Year's will include New Year's Eve and New Year's Day.
- c) This language is to effect the Nursing Department only:
- The scheduling provisions in Articles 16.04, 16.11 and 17.02 will be waived between December 15th to January 7th, inclusive, so that the Hospital can endeavour to schedule five (5) or more consecutive days off for each employee of the Bargaining Unit working in a Nursing Department at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day unless mutually agreed otherwise. Schedules showing such days off shall be posted by November 15th. Nursing staff shall be returned to their normal rotation no later than January 7th.
- 20.06 Lieu days shall be scheduled in conjunction with either scheduled days off, or scheduled in conjunction with scheduled weekends off, or scheduled

Lieu days shall be scheduled at a mutually agreeable time and shall be taken off within thirty (30) days of the holiday.

- 20.07 For clarification purpose of when a paid holiday begins and ends: the first tour of the Holiday shall be the tour where the majority of hours are scheduled before 0800 hours.

ARTICLE 21 - VACATIONS:

21.01 Entitlement and Calculation of Payment

- i) Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:
- ii) 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.
- iii) 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.
- iv) 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 years (3) weeks vacations shall be two (2) or more years of full-time continuous service.

- v) 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 five (5) or more years of continuous service.

- vi) An employee who has completed fifteen (15) but less than twenty-five (25) years of continuous service as of June 30th shall be entitled to five (5) weeks' annual vacation with pay.
- vii) An employee who has completed twenty-five (25) years or more of full-time continuous service shall be entitled to six (6) weeks vacation with pay.
- viii) Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which 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) All normal deductions made from an employee's pay will be made from the vacation pay.
- b) Vacation shall be taken at a time mutually satisfactory to the Hospital and to the employee, with due consideration being given to the wishes of the employee and to the requirements of the department in which he works.

ARTICLE 21 - VACATIONS: (cont'd)

- c) If requested, the Hospital may allow an employee to commence his vacation on any day of a week provided that the granting of such request does not result in the Hospital having to make over-time or other premium or penalty payments.
- d) Continuous service for accumulation of vacation and other benefits shall mean continuous active employment with the Hospital and active employment will include time spent on:
 - i) personal leave of absence for a period of time of thirty (30) days or less;
 - ii) lay-off for a period of time of thirty (30) days or less;
 - iii) basic standard sick leave (HOODIP Part 1) of a period of time of seventy-five (75) days or less;
 - iv) regular vacation.
- e) If an employee works or receives paid leave for less than 1,525 hours in the vacation year, he will receive vacation with pay based on a percentage of gross salary for work performed on the following basis: two (2) weeks' entitlement at four percent (4%); three (3) weeks' entitlement at six percent (6%); four (4) weeks' entitlement at eight (8%); and five (5) weeks' entitlement at ten (10%) and six (6) weeks' entitlement at twelve per cent (12%).

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 the 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 Ontario Health Insurance Plan.

- b) 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.
- c) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$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 the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

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 (8) hour shifts in any calendar year.

- d) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under 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.

Effective April 1, 1989, the Hospital's contribution to the group life insurance plan will be one hundred percent (100%).

- e) 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.

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

Each new employee who is eligible upon entering the service of the Hospital shall, as a condition of employment, enrol in and remain a member of the Hospital of Ontario Pension Plan (H.O.O.P.P.) and retire in accordance with the provisions and requirements of the Plan.

- 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 or her 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

In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of the accident.

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

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.

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

- 24.03 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:

- a) supplement payment for sick leave days under the new program or paragraph 24.05 below which would otherwise be at less than full wages, and
- b) 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.
- c) 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 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.
- d) 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.

ARTICLE 24 - SICK LEAVE (cont'd)

24.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

24.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar day year.

24.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.07 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.

24.08 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.

24.09 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.

ARTICLE 25 - COMPENSATION:

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

25.02 Promotion to a Higher Classification

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

In the event of a transfer to a classification having a lower rate of pay grid, he shall be paid at the range rate in the new job classification nearest to his current rate and he shall progress on the grid in incremental stages in accordance with time served in his new job classification.

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 (1/2) 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 of which he was assigned the job.

25.04 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are able 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 Premium

During the lifetime of this Agreement, the Hospital agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A".

ARTICLE 26 - MEETINGS WITH THE ADMINISTRATOR:

26.01 At the request of either the Administrator or a Committee of employees in the Local, meetings may be arranged at reasonable intervals with a maximum number of Stewards 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. Concerns regarding workload work distribution, work assignments and any other related matter may be discussed at the Hospital/ Association meetings.

ARTICLE 27 - ACCESS TO FILES:

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

ARTICLE 28 - BULLETIN BOARDS:

28.01 The Hospital will provide bulletin boards at a mutually satisfactory location for the convenience of the Union in posting notices pertaining to Union meetings, elections, or recreational affairs of the Union.

ARTICLE 29 - PRINTING OF CONTRACTS:

29.01 The Hospital and the Union will share equally in any cost of the printing of a reasonable number of copies of the Collective Agreement.

ARTICLE 30 - DURATION:

30.01 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 give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months' nor later than three (3) calendar months' prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.
- 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 as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.
- c) Notwithstanding Article 34.02, 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 of amendment, either party may bring forward counter proposals arising out of, or related to, the original proposals.
- e) Either party may, during three (3) calendar months' prior to the expiry date of this Agreement give notice in writing to the other party of its desire to commence negotiations with a view to renewing this Agreement.

30.02 Term

This Agreement shall continue in full force and effect from October 10, 1991, and shall expire on October 10, 1993, and unless either party gives

notice, in writing, to the other party as provided hereunder when amendments are required or when the party intends terminating the Agreement, it shall continue in effect from year to year thereafter.

SIGNED AT TRENTON, ONTARIO this 23 day of Sept 1993.

FOR THE HOSPITAL

Gunda Mitchell

[Signature]

Lisa White

FOR THE UNION

Lynnda Beattie

[Signature]

[Signature]

SCHEDULE "A"

TRENTON MEMORIAL HOSPITAL SEU 183 WAGE SCALE

CLASSIFICATION		START	PAY EQUITY	1 YEAR	PAY EQUITY	2 YEARS	PAY EQUITY'
DIETARY AIDE		Jan.1/91	12.39	12.54		12.62	
		Oct.11/91	12.513	12.665		12.746	
		Jan.1/92					
		Oct.11/92	12.763	12.919		13.001	
		Jan.1/93					
		Apr.1/93	12.891	13.048		13.131	
		Sept.1/93	12.954	13.113		13.196	
ASS ' T COOK		Jan. 1/91	13.21		13.36		13.45
		Oct.11/91	13.342	13.493		13.584	
	(.12)	Jan.1/92	13.462	13.613		13.704	
		Oct.11/92	13.731	13.885		13.978	
	(.18)	Jan.1/93	13.911	14.065		14.158	
		Apr.1/93	14.050	14.205		14.300	
		Sept.1/93	14.120	14.276		14.377	
PORTER		Jan. 1/91	13.01	13.16		13.25	
		Oct.11/91	13.140	13.291		13.382	
		Jan.1/92					
		Oct.11/92	13.402	13.556		13.649	
		Jan.1/93					
		Apr.1/93	13.536	13.691		13.785	
		Sept.1/93	13.603	13.759		13.853	
BAKER		Jan.1/91	13.50		13.66		13.73
		Oct.11/91	13.635	13.796		13.867	
	(.07)	Jan. 1/92	13.705	13.866		13.937	
		Oct.11/92	13.979	14.143		14.215	
	(.12)	Jan.1/93	14.099	14.263		14.335	
		Apr.1/93	14.239	14.405		14.478	
		Sept.1/93	14.310	14.477		14.550	

TRENTON MEMORIAL HOSPITAL SEU 183 WAGE SCALE

CLASSIFICATION	START	PAY EQUITY	1 YEAR	PAY EQUITY	2 YEARS	PAY EQUITY
AIDES	Jan.1/91		12.79		12.95	13.02
(Physio)	Oct.11/91	12.917		13.079		13.150
(Radiology) (.12)	Jan.1/92		13.037		13.199	13.270
	Oct.11/92	13.297		13.462		13.535
(.22)	Jan.1/93		13.517		13.682	13.755
	Apr.1/93	13.652		13.818		13.892
	Sept.1/93	13.720		13.887		13.961
CSR AIDES	Jan.1/91	12.540		12.830		12.950
NSG. ASST'S	Oct.11/91	12.665		12.958		13.079
OTHERWISE	Jan.1/92					
QUALIFIED	Oct.11/92	12.918		13.217		13.341
RAD.TECH.ASST.	Jan.1/93					
	Apr.1/93	13.047		13.349		13.474
	Sept.1/93	13.112		13.415		13.541
ORDERLIES	Jan.1/91	13.73		13.90		13.97
(Trained)	Oct.11/91	13.867		14.039		14.110
(Untrained)	Jan.1/92					
	Oct.11/92	14.144		14.319		14.392
	Jan.1/93					
	Apr.1/93	14.285		14.462		14.536
	Sept.1/93	14.356		14.534		14.608
R.N.A.	Jan.1/91		14.28		14.39	14.52
	Oct.11/91	14.422		14.533		14.665
	Jan.1/92		14.622		14.733	14.865
	Oct.11/92	14.914		15.027		15.162
(.25)	Jan.1/93		15.164		15.277	15.412
	Apr.1/93	15.316		15.430		15.566
	Sept.1/93	15.392		15.507		15.643

TRENTON MEMORIAL HOSPITAL SEU 183 WAGE SCALE

CLASSIFICATION		START	PAY EQUITY	1 YEAR	PAY EQUITY	2 YEARS	PAY EQUITY
MAINTENANCE PAINTER (50)	Jan.1/91	14.71		14.88		14.98	
	Oct.11/91	14.857		15.028		15.129	
	Jan.1/92						
	Oct.11/92	15.154		15.328		15.432	
	Jan.1/93						
	Apr.1/93	15.654		15.828		15.932	
	Apr.1/93	15.810		15.986		16.091	
Sept.1/93	15.889		16.065		16.171		
MAINTENANCE MECHANIC	Jan.1/91	15.17		15.32		15.41	
	Oct.11/91	15.321		15.473		15.564	
	Jan.1/92						
	Oct.11/92	15.627		15.782		15.875	
	Jan.1/93						
	Apr.1/93	15.783		15.939		16.033	
	Sept.1/93	15.861		16.018		16.113	
MAINTENANCE ENGINEER	Jan.1/91	15.29		15.37		15.45	
	Oct.11/91	15.442		15.523		15.604	
	Jan.1/92						
	Oct.11/92	15.750		15.833		15.917	
	Jan.1/93						
	Apr.1/93	15.907		15.991		16.076	
	Sept.1/93	15.986		16.070		16.156	
ACTIVITIES CO-ORDINATOR (.30)	Jan.1/91		12.99		13.20		13.40
	Oct.11/91	13.119		13.332		13.534	
	Jan.1/92		13.299		13.512		13.714
	Oct.11/92	13.564		13.782		13.988	
	Jan.1/93		13.864		14.082		14.288
	Apr.1/93	14.002		14.222		14.431	
	Sept.1/93	14.072		14.293		14.503	

TRENTON MEMORIAL HOSPITAL SEU 183 WAGE SCALE

CLASSIFICATION		START	PAY EQUITY	1 YEAR	PAY EQUITY	2 YEARS	PAY EQUITY
O.R. TECHS RECOGNIZED	Jan.1/91	13.93		14.04		14.17	
	Oct.11/91	14.069		14.180		14.310	
	Jan.1/92						
	* See Note	Oct.11/92	14.814		14.927		15.061
		Jan.1/93					
		Apr.1/93	14.962		15.076		15.212
		Sept1/93	15.036		15.151		15.466 15.543

* NOTE: Local Issues -
\$.10 differential between R.N.A. & O.R. Tech.

		START	PAY EQUITY	1 YEAR	PAY EQUITY	2 YEARS	PAY EQUITY
HEALTH CARE AIDE	Jan.1/91	12.80					
	Oct.11/91	12.928					
	Oct.11/92	13.186					
	Apr.1/93	13.317					
	Sept 1/93	13.383					

SCHEDULE "B"

VACATION SCHEDULING GUIDELINES

The following policies shall apply in determining nursing staffing requirements when considering vacation requirements when considering vacation requests.

1. (a) REGISTERED NURSES

Two (2) R.N.s from 2A, 2C, 3A may take vacation at the same time. The remainder of the Nursing Units are to schedule one (1) R.N. on vacation at a time.

(b) R.N.A.s and ORDERLIES

Two (2) R.N.A.s or Orderlies or a combination of both may be scheduled for vacation from each nursing unit at a time, providing that the unit maintain; a full complement of regular part time R.N.A.s. If this complement is not met, only one (1) R.N.A. or Orderly will be allowed off at one time.

(c) WARD CLERKS

One (1) ward clerk will be scheduled for vacation at a time. The schedule for ward clerks will be posted in the Nursing Office.

(d) OPERATING ROOM

One (1) R.N. or O.R. Tech will be scheduled on vacation at one time.

(e) REGULAR PART TIME NURSES

One (1) regular part time nurse may indicate their preference for unavailability at a time. In those units having more than four (4) regular part time R.N.s, two (2) nurses may indicate their preference for unavailability at the same time, subject to the exigencies of patient care.

(f) REGULAR PART TIME R.N.A.s

One (1) regular part time R.N.A. may indicate their preference for unavailability at a time by seniority and equal to full time vacation entitlement during the months of June, July and August.

2.

The lists have been prepared in order of seniority. The senior staff member in each category has the first choice in selecting his vacation, and seniority will govern the choice of vacation dates. The lists will be posted from March 31, first serve basis. These requests shall be made in writing to the Head Nurse with a minimum of three (3) weeks' notice.

SCHEDULE "B" - VACATION GUIDE, ES: (cont'd)

3. a) Vacations can commence on any day.
b) The Head Nurse will schedule days off on the weekend before or the weekend after vacation,
4. As staff members may wish to book charter flights in advance, it is in everyone's interest to have these lists completed as soon as possible, Vacation arrangements should not be made until your vacation dates have been confirmed.
5. Normally, vacations are to be completed by the 30th of June of the following year.
6. No vacations will be granted during December 15th to January 7th except under special circumstances,
7. The above policies shall be subject and subordinate to any expressed provisions in any applicable Collective Agreement relating to scheduling of vacations,
8. Vacation pay will be paid in a once yearly sum, the pay period being the second (2nd) pay in July.

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING

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

Pursant 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 Trenton, Ontario this _____ day of _____ 1993

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

RE: WEEKENDS FOR FULL TIME EMPLOYEES

It is understood that the Hospital and S.E.U., Local 183, will enter into a trial period of no longer than six (6) months on the issue of every other weekend off for full time Union members,

This Agreement is contingent on the Hospital's ability to adequately staff on weekends with part time employees notwithstanding the conditions of this Letter should the Hospital find they are unable to staff adequately prior to the expiration of the six (6) month period, the situation will be tabled and discussed at a Hospital/Association meeting with the option being a possible return to the existing scheduling provisions prior to the expiration of the six (6) month trial period.

Further to this Understanding, should any employee request extra weekends, they must make arrangements as per the CNA guidelines.

If after the six (6) month trial period, and the decision is favourable, it will then be incorporated into the Collective Agreement under Article 16.04 - Weekends Off.

Signed and Dated at Houston this 11 day of October, 1990

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

Wayne Smith
Linda Maxwell

see Article 16.04 (V)

SCHEDULE "C"

PART TIME COLLECTIVE AGREEMENT

BETWEEN
TRENTON MEMORIAL HOSPITAL

(hereinafter called the "Hospital")

Of the First Part

-and-

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

(hereinafter called the "Union")

Of the Second Part

The following Articles in the full time Collective Agreement apply as written to part time employees, except where otherwise noted.

ARTICLE 1 - PURPOSE:

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 Scope Clause

WHEREAS the Union, be certified dated January 30, 1979, is the sole certified collective bargaining agent for all employees of Trenton Memorial Hospital at its Hospital in Trenton, regularly employed for not more than twenty-four (24) hours per week save and except professional medical staff, nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, students dietitians, technical personnel, Supervisors, foremen and persons above the rank of Supervisors or foreman, Chief Engineer and Office and Clerical personnel.

ARTICLE 3 - MANAGEMENT RIGHTS;

ARTICLE 4 - DEFINITIONS:

ARTICLE 5 - UNION SECURITY:

ARTICLE 6 - NO STRIKE/LOCKOUT:

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES:

ARTICLE 8 - GRIEVANCE AND ARBITRATION:

ARTICLE 9 - SENIORITY:

9.01 Probationary period

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension. The release or discharge of an employee during the probationary period shall not be subject of a grievance or arbitration and is at the sole discretion of the Hospital.

ARTICLE 9 - SENIORITY: (cont'd)

9.02 Definition of Seniority

- a) Part time employees will accumulated seniority on the basis of one (1) year's seniority for each 1,725 hours worked in the Bargaining Unit as of the last date of hire, except as otherwise provided herein.
- b) Seniority will operate on a Bargaining Unit wide basis.
- c) 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.

d) Implementation Note:

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

Employee's hours of service x 1,725 =
converted hours of service. 1,950

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full time to part time shall receive credit for his/her full service and seniority on the basis of one thousand, seven hundred and twenty-five (1,725) 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 on thousand, seven hundred and twenty-five (1,725) hours worked, and will be enrolled in the employee benefit plans subject to meeting the waiting period or other requirements of those plans.

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

ARTICLE 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 discharged 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 not applicable

9.06 a) Seniority lists of employees who have acquired seniority shall be maintained by the Hospital for each non-interchangeable occupational group. Each list shall have the employee's seniority date (in hours) and his classification.

- b) Seniority lists shall be provided by the Hospital to the Union in January and July of each year and the seniority lists in January of each year shall carry the employee's sick leave credit, i.e. ,the amount of days in their sick back, in addition to other information contained on the seniority list.

- c) If an employee is transferred permanently between full time and part time status. his seniority and service shall also be transferred. In cases of temporary transfers for less than sixty (60) full shifts worked, the employee shall retain seniority in the original non-interchangeable occupational group 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 Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking was 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 (2) two representatives from each party.

Meeting of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

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

10.02 - Notice of Lay-Off

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature of in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent 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 lay-off 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 lay - off or the notice provided above an employee with the more than twelve (12) months' service with the Hospital who has received notice of lay-off 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 lay-off, an employee who has received notice of lay-off, of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

- C) A full-time employee who has completed one year of service and
- (i) whose lay-off is permanent, or
 - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a Severance payment under either (a) or (b) of this Article,

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

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

10.04 - Regional Staff Planning Committees

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

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

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

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

10.05 - Lay-Off 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 they 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:
 - a) accept the layoff; or
 - b) 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 original subject to layoff can perform the duties of the lower or identical classification without training

other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 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 the opportunity to 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 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 she was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention 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 to work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

10.06 - not applicable

ARTICLE 11 - JOB POSTING:

ARTICLE 12 - NO CONTRACTING OUT:

ARTICLE 13 - WORK OF THE BARGAINING UNIT:

13.04 Ratio of RNs to RNAs

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of an 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 possible modify 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:

ARTICLE 15 - LEAVES OF ABSENCE:

15.04 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) 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 benefits 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 employees' 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 on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan 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.

- Parental Leave

- (a) Parental leaves will be granted in accordance with provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption, If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request maybe 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 on November 26, 1992 any employee who 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 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 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 employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan 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 her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 15.06- ADOPTION LEAVE

- a) Where an employee, with at least ten (10) months 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 (2) 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 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 seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.

- d) Credits for service shall accumulate while an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.
- e) 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 if she had 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.

ARTICLE 16 - HOURS OF WORK:

16.01 Daily and Weekly Hours of Work

a) Regular Part Time Commitment

A regular part time employee shall mean an employee who has made a written commitment to the Hospital to be available on a pre-determined schedule. Such employee must be available to work a total of forty-eight (48) weeks of the year unless absent as per the Collective Agreement which must include the month of December and, in addition, be available for:

- i) work on any tour;
- ii) a minimum of eight (8) weekends in every twenty-four (24) week period subject to the provisions of Article 16.04 of the full time Collective Agreement;
- iii) A minimum of three (3) tours per week. An employee may be offered more work on (1) week on an intermittent basis. The employee has the option of refusing such additional tours and such refusal shall not prejudice his status;

- iv) During Christmas and New Year's, employees will be scheduled so that they will be required to work (a) Christmas Eve, Christmas Day and Boxing Day or (b) New Year's Eve and New Year's Day. Each year an employee's assignment to (a) or (b) will be alternate. If employees agree to switch time off under this provision, eligibility for time off in succeeding years shall be based upon the original schedule as posted.
- iv) Call-ins will be done by seniority. if a part-time R.N.A. does not get his/her eighteen shifts in a six (6) week rotation he/she can go to other floors to work.

b) Casual Part Time Employees shall:

- i) declare on a bi-weekly basis, availability or non-availability for work on specified days of the next two (2) weeks period;
- ii) an employee who declared himself available for work and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances become known.

16.02 Rest Periods

- a) Part time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three quarter (3 3/4) hours of work during their shift.
- 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.

ARTICLE 17 - PREMIUM PAYMENT:

17.02 Overtime Premium

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

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

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

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

ARTICLE 18 - ALLOWANCES:

ARTICLE 19 - HEALTH AND SAFETY:

ARTICLE 20 - HOLIDAYS:

20.01 a) If a part time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

b) For the purpose of this Agreement, the following days are recognized as designated holidays for all employees:

New Year's Day Good Friday Victoria Day Remembrance Day
Canada Day Civic Holiday Thanksgiving Day 2nd Monday in June
Labour Day Christmas Day Boxing Day 2nd Monday in February

20.02 If an employee is required to work on any of the above-mentioned holidays, he shall be paid one and one-half (1 1/2) times his regular basic hourly rate for all hours worked on such days.

20.03 For clarification purposes of when a designated holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours are scheduled before 0800 hours.

20.04 For clarification purposes of when a paid holiday begins and ends.. The first tour of the holiday shall be the tour where the majority of hours are scheduled before 0800 hours.

ARTICLE 21 - VACATIONS:

21.01 Part time Vacation Pay

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

- a) A part time employee who has completed less than 3,450 hours of continuous service as of (the date for determining vacation entitlement in each Hospital) shall receive 4% of gross earnings.
- b) A part time employee who has completed 3,450 hours but less than 10,350 hours of continuous service as of (the date for determining vacation entitlement in each Hospital) shall receive 6% of gross earnings.
- c) A part time employee who has completed 10,350 hours but less than 25,875 hours of continuous service as of (the date for determining vacation entitlement in each Hospital) shall receive 8% of gross earnings.
- d) A part time employee who has completed 25,875 hours of continuous service or more as of (the date for determining vacation entitlement in each Hospital) shall receive 10% of gross earnings.
- e) Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after January 1, 1989, the service requirement for 12% of gross earnings shall be 43,125 hours.
- f) For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.
- g) Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

ARTICLE 22 - BENEFITS FOR PART TIME EMPLOYEES:

22.01 A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital as part of direct compensation or other wise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits), an amount equal to twelve percent (12%) of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 23 - INJURY AND DISABILITY:

ARTICLE 24 - PROGRESSION ON THE WAGE GRID:

24.01 Collective Agreements currently containing a part time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis of 1,725 hours worked equals one (1) year of service.

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

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

ARTICLE 25 - COMPENSATION

ARTICLE 26 - MEETINGS WITH THE ADMINISTRATOR:

ARTICLE 27 - ACCESS TO FILES:

ARTICLE 28 - BULLETIN BOARDS:

ARTICLE 29 - PRINTING THE CONTRACTS:

ARTICLE 30 - DURATION

30.02 Term

This Agreement shall continue in full force and affect from October 10, 1991 and shall expire on October 10, 1993 and unless either party gives notice, in writing, to the other party as provided hereunder when amendments are required or when the party intends terminating the Agreement, it shall continue in effect from year to year