

99 Employees

Unit No. 57

COLLECTIVE AGREEMENT

BETWEEN

ORILLIA SOLDIERS MEMORIAL HOSPITAL  
(FULL-TIME UNIT)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
A.F.L., C.I.O., C.L.C.  
(SERVICE UNIT)

EFFECTIVE: OCTOBER 11, 1995

EXPIRY: OCTOBER 10, 2001

RECEIVED

OS 174 (07)

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COLLECTIVE AGREEMENT

BETWEEN

ORILLIA SOLDIERS MEMORIAL HOSPITAL  
(hereinafter called the "Hospital")  
(Service Unit)  
OF THE FIRST PART

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.  
(hereinafter called the "Union")  
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did on the 22nd day of June, 1965 certify the Union as bargaining agent for certain employees of the Hospital;

AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the terms hereinafter set forth;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE - 1 PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE AND **RECOGNITION**

2.01 The Hospital recognizes the Union as the exclusive collective bargaining agency' for all employees at the Hospital at Orillia, 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 foreman, stationary engineers and persons primarily

engaged as their helpers employed in the boiler room, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

2.02 It is agreed that the terms technical personnel as used in Section 2.01 above includes physiotherapists, occupational therapists, psychologists, electro encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

2.03 The word "employee" or "employees" wherever used in the Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.

### ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance procedure;
- (c) Establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The Hospital will furnish the Union and the Chief Steward copies of published Hospital rules and regulations prior to posting same on bulletin boards;
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

#### ARTICLE 4 - DEFINITIONS

##### 4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

Part time employees interested in such temporary full time work may record such interest in writing with the Hospital. Consideration shall be given to such requests prior to hiring new employees.

- 4.02 (a) Where the masculine or singular pronoun is used, herein, it shall mean and include the feminine or the plural pronoun where the context so requires, and vice versa.
- (b) Continuous service for the purposes of entitlements towards vacations with pay and other accumulated benefits shall mean service of a regular nature excluding any unpaid leave of absence or layoff or unpaid sickness or long term disability in excess of thirty (30) days, or pregnancy leave.

(c) An afternoon shift, or a night shift, shall be any shift which commences or ends between 2200 hours and 0200 hours.

## ARTICLE 5 - UNION SECURITY

### 5.01 Union Dues

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

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

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

### 5.02 Interview Period

It is mutually agreed that a Union Representative shall be given the opportunity of interviewing each new employee who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names, social insurance numbers, and addresses of the persons to be interviewed and shall designate the time and place for each such interview the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a room designated by



the Hospital, and the employee shall report to this room for interview, during the interview period.

### 5.03 Employee Lists

The Hospital will, when forwarding Union Dues, submit a list of the names and social insurance numbers of those employees for whom deductions have been made, the names of those employees who have terminated employment, and the names and reasons for those employees for whom no deductions have been made.

The Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deductions and remittances.

## ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 (a) During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the services of the Hospital, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

(b) The definition of the terms "lockout" and "strike" as used in Section (a) above, shall be in accordance with the Labour Relations Act R.S.O. 1964, Chapter 202, and amendments thereto.

## 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 six (6) 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.
- (d) Employees shall not be eligible to serve as members of the Grievance Committee unless they have been in the Hospital's continuous employ for not less than six (6) months.

#### 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) This Hospital will **recognize** a Chief Steward and one Steward from each of the following departments of the Hospital:

Housekeeping  
S.P.D.  
Dietary

Orderly  
Maintenance  
Other Nursing Staff

### 7.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending Central Negotiating Meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of Arbitration. Upon reference to Arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one (1) employee from a Hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

In the event the parties of this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations (including caucuses) or only the central Union caucuses (including reasonable travel time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one day exclusive of reasonable travel time for such scheduled negotiation session between the central negotiating committees.

#### 7.04 Local Negotiating Committee

- (a) The Hospital agrees to **recognize** a Negotiating Committee comprising of two (2) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.
- (g) It is agreed that full time General Representatives of Local 204 may act as members of such Negotiating Committee.

### ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto

relating to the interpretation, application, administration or alleged violation of the Agreement.

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

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

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

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

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

#### Step 1

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

#### Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward

shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

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

### Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to 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 designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

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

### 8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

### 8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate, within ten (10)

days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this article shall then apply with respect to the handling of such grievance.

#### 8.07 Discharge Grievance

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

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

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

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt

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

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

8.12 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

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

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## ARTICLE 9 - SENIORITY

### 9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary



employee, and the President of the Local Union, or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital. A revised copy of each departmental seniority list shall be posted on the appropriate bulletin board and sent to the Union in May and November of each year. The following is a list of departments for seniority purposes:

1. Nursing
  - (a) R.P.N.
  - (b) Nurses Aide
  - (c) Orderly
2. Dietary
3. Housekeeping
4. S.P.D.
5. Maintenance

#### 9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

#### 9.03 Transfer of Service and Seniority

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

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

#### 9.04 Loss of Seniority

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

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

#### 9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or

elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employe is in receipt of W.S.I.B benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

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

#### ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

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

to consider possible ways and means of avoiding or **minimizing** potential adverse effects upon employees in the bargaining unit, including

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

(ii) identifying and seeking ways to address the retraining needs of employees;

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

#### Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings 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) In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

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

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) "A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(i) the reassignment of the employee is to an appropriate permanent job with the Employer having regard to the employee's skills abilities, qualification and training or training requirements;

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

(iii) the job to which the employee is assigned is located at the employees original work site or at a near by

site in terms of relative accessibility for the employee;

- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) Where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection cause or would cause a layoff or bumping.

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

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

### 10.03 Severance and Retirement Options

#### (a) Severance Pay

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

Note: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding Article 10.02, notice for the purposes of severance pay under Article 10.03(a) is to be calculated on the basis of two (2) weeks per year of service to a maximum of 12 weeks.

Thus the balance of the notice referred to above will be the balance of up to twelve (12) weeks as applicable.

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 10.02(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 10.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis on two (2) 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 layoffs in the unit.

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

(1) whose layoff is permanent, or

(2) 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 two week's pay per year of service to a maximum of 26 week's pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater

entitlement which that Act may at some point come to provide.

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

#### 10.04 Regional Staff Planning Committee

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

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

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

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

#### 10.05 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 lay-off shall have the right to either:



(i) accept the lay-off; 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 lay-off 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.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of the lay-off. Employees failing to do so will be deemed to have accepted lay-off.

(c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (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 lay-off 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 lay-off 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 .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 .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

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

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have

recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he 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.

## ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

12.02 Notwithstanding the foregoing the hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital;  
and

- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

12.03 On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees 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

Employee's not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the Bargaining Unit employees and not the broadening of that work to other areas.

##### 13.02 Employment Agencies

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

##### 13.03 Volunteers

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

(b) Where the Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

#### 13.04 Ratio of RN's to RPN's

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

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

13.05 The Hospital will endeavour to fully **utilize** all of the skills set out as the minimum level requirements for RNAs/RPNs by the College of Nurses of Ontario Standards of Nursing Practice.

#### 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 operations, 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 assignment to **VDTs** and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Bereavement Leave

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

Leave of absence for bereavement of other members of a family other than previously stated shall be at the discretion of the Administrator or his Assistant.

- (b) Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in Article 15.01(a) above, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings which he would otherwise have been entitled on that day.

### 15.02 Education Leave

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



### 15.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Hospital the full amount of compensation received excluding mileage, travelling, and meal allowances and an official receipt thereof.

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 (a), (b) and (c) above.

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two

(2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period.

The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

#### 15.05 Parental Leave

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

the request may be made verbally and subsequently verified in writing.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of 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 ninety-three percent (93%) 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 worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed

annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the **subsidized** employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

#### 15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that 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 (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

#### 15.07 Union Leave

- (a) The Hospital shall grant leave of absence, without pay to employees to attend Union Conventions, Seminars, or 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) The Union undertakes that it will not request leave for more than six (6) employees at one time and that such employees shall be from the various departments of the Hospital and there shall not be more than one (1) employee from any one (1) department;
- (e) No leave will be for a longer period than one (1) week at one (1) time;
- (f) The total leave of all employees shall not exceed twenty working days in a calendar year;
- (g) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.
- (h) It is understood and agreed that where such leave of absence is granted, the Hospital will continue to pay the employee(s) for the period of the leave of absence and submit an account to the Union for the employee(s) wages for such leave of absence.

#### 15.08 Personal Leave

The Hospital may grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence and all approvals for such leave of absence shall be in writing as soon as possible but no longer than ten (10) days.

## ARTICLE 16 - HOURS OF WORK

### 16.01 Daily and Weekly Hours of Work

The working day for all full-time employees shall consist of seven and one-half (7 1/2) hours excluding the meal period. The meal period shall be an uninterrupted period except in cases of emergency. The said seven and one-half (7 1/2) hours shall be completed within an eight (8) hour period after commencing work.

- (a) The standard work week for all full-time employees shall be composed of thirty-seven and one-half (37 1/2) hours per week over a two-week pay period scheduled by the Hospital, provided, however, that this does not constitute a guarantee as to the hours of work per day nor as to the days of work per week.

- (b) Start of the day to be the Night Shift.

Employees will not be required to work more than seven (7) consecutive days without a day off except in emergency situations or by mutual consent.

### 16.02 Rest Periods

- (a) All employees will be allowed two rest periods per day of fifteen (15) minutes duration without reduction in pay and without increasing the regular working hours. The fifteen (15) minutes rest period shall be calculated from the time the employees leave their station of work, until they return to their station of work.
- (b) When an employee performs **authorized** overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

### 16.03 Time Off Between Shifts

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

#### 16.04 Weekends Off

In scheduling shifts, the Hospital will 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 the weekend is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

(i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted, that the regular schedule normally requires continuous weekend work; or

(iii) Such weekend is worked as a result of an exchange of shifts with another employee; or

(iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

16.05 In the case of an employee who normally rotates on at least two (2) of the three (3) shifts of duty (day, evening and night), the Hospital will endeavour to schedule at least fifty (50%) percent of her shifts on the day shift.

### ARTICLE 17 - PREMIUM PAYMENT

#### 17.01 Definition of Regular Straight Time Rate of Pay

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular



straight time rate of pay is that prescribed in Article 25.05(b) of this Agreement.

17.02 Definition of Overtime (Overtime Premium)

Authorized work performed by full-time employees in excess of seventy-five (75) hours in a two-week pay period or in excess of the standard work day of seven and one-half (7 1/2) hours, excluding the meal period, shall be paid for at time and one-half the employees' regular rate of pay.

17.03 Reporting Pay

Employees who report for work at the regular starting time when they have not been notified previously not to do so and for whom regular work is not available shall be provided with four (4) hours' work or four (4) hours' pay in lieu thereof at their regular straight time hourly rate.

17.04 Standby

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

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum of four (4) hour period provided for under Article 17.05(a). If a second call takes place after three (3) 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, Article 17.05(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 two and one-half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call back or four (4) hours pay at time and one-half (1 1/2) 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 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

#### 17.07 Responsibility Outside the Bargaining Unit

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

#### 17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is time and one-half, then time off shall be at one and one-half times.) Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

#### 17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the employer or by the Workers' Compensation Board shall, for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

#### 17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

#### 17.11 Holiday Overtime

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

17.12 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

17.13 It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of this Article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of

hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

17.14 Shift schedules shall be posted at least four (4) weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.

## ARTICLE 18 - ALLOWANCES

### 18.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

### 18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

RPN's shall have the option of wearing caps.

### 18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) 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 representative selected or appointed by the Union from amongst bargaining unit employees. The Union agrees to appoint one regular member and one alternate member in order to ensure continuous representation on this committee at all times.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and 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

The Hospital agrees to continue its present practices with respect to the provisions 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 representatives of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 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 The **recognized** holidays with pay for this Agreement shall be:

New Year's Day	Labour Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Thanksgiving Day	**Employee's Birthday

Dominion Day  
Civic Holiday

Third Monday in February  
First Monday in November

Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays.

20.02 In general, employees will alternate with each other in being absent from work on holidays - for instance an employee having Christmas Day off might not be allowed off on New Year's Day.

20.03 Employee's preferences shall be considered before posting of schedules for any paid holiday, provided there is no delay in stating the preference.

20.04 To qualify for paid holidays as above, an employee must work his or her full regularly required shift immediately preceding, and his or her full regularly required shift immediately succeeding the holiday. In the event an employee is prevented from working the said shift immediately preceding and succeeding such holiday by reason of legitimate illness, lasting more than three (3) full working days, such employee shall qualify for the paid holiday with pay. (It being further understood and agreed that no employee shall receive holiday pay by this means for more than one (1) paid holiday during any one (1) illness except for holidays over Christmas and New Year's in which case no employee shall receive pay for more than three (3) holidays.)

20.05 If any of the above-named holidays occur on an employee's regular day off, or during his or her vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

20.06 An employee required to work on any of the foregoing holidays shall be paid at time and one-half his regular straight time rate of pay for time worked on such holiday and in addition to any holiday pay to which he may be entitled or at the option of the Hospital the employee may be paid time and one-half for time worked and a day off in lieu thereof, or as a further option of the Hospital the employee may be paid his regular straight time rate plus a day and one-half off in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay. Employees preference shall be considered before the posting of schedules for lieu days.

20.07 For the purpose of Clarity:

- (a) The regular holiday pay as defined in this Article will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at his regular rate of pay.
- (b) The paid holiday shall begin at 11:00 p.m. on the day immediately preceding the day on which the Holiday falls and shall end at 11:00 p.m. on the actual day of the Holiday.

20.08 \*\*The employee may celebrate the birthday with a day off by mutual agreement with the Supervisor at any time within five (5) days either side of the actual date.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Vacations with pay will be granted in accordance with the following: Vacation periods, calculation of pay, continuous service and pay distribution will be based on a vacation fiscal year. This fiscal year will be from July 1st to June 30th.

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

- (a) An employee who has less than six (6) months continuous service at June 30th in any year shall receive vacation pay equivalent to 4% of their salary during the period of their employ.
- (b) An employee who has completed six (6) months but less than one (1) year of continuous service by June 30th of any year, shall receive one (1) weeks vacation with pay at their current rate of pay, provided said rate of pay represents not less than four percent (4%) of earnings or an additional sum shall be paid to meet the four percent (4%) requirement.
- (c) An employee who has completed one (1) year but less than three (3) years of continuous service by June 30th of any year, shall receive an annual vacation of two (2) weeks with pay at their current rate of pay.



- (d) An employee who has completed two (2) years but less than five (5) years of continuous service by June 30th of any year, shall receive an annual vacation of three (3) weeks with pay at their current rate of pay.
- (e) An employee who has completed five (5) years but less than fifteen (15) years of continuous service by June 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at their current rate of pay.
- (f) An employee who has completed fifteen (15) years or more of continuous service by June 30th of any year, shall receive an annual vacation of five (5) weeks with pay at their current rate of pay.
- (g) An employee who has completed twenty five (25) years or more of continuous service by June 30th of any year, shall receive an annual vacation of six (6) weeks with pay at their current rate of pay.
- (h) Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

#### 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 serious illness requiring the employee to be an inpatient 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 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation.

21.04 Vacations shall be scheduled between May 1st and September 30th of each year subject to the efficient operation of the Hospital or unless some other **time** is mutually agreed upon.

21.05(a) All vacation periods will be arranged with an employee's department head with consideration being given to the employee's wishes on a seniority basis and to the needs of the department.

(b) Vacation preferences will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th his vacation period will be allotted by the Department Head on the basis of departmental convenience only.

## ARTICLE 22 - HEALTH **AND** INSURED BENEFITS

### 22.01 Insured Benefits

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

(a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

(b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

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

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

(e) Benefits on Early Retirement

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

22.02 Change of Carrier

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

### 22.03 Pension

The Hospital participates in and the employees are covered by the Hospitals of Ontario Pension Plan in accordance with regulations laid down by the carrier.

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with the terms and conditions.

22.04 Participation shall be voluntary with respect to present employees. Participation by employees hired after the implementation of the Plan shall be voluntary unless conditions imposed by carrier require participation. Enrolment of future employees, in any event, shall be on successful completion of the probationary period or after the waiting period required by the Plan whichever is longer.

22.05 Participation after the effective date of the Plan for other than employees hired after its implementation shall be restricted to subsequent anniversary dates of the implementation of the Plan and without any waiting period.

22.06 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.

(Note: Group Life Insurance should also be covered)

## 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 Hospital 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

24.01.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.01.02 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.

24.01.03 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 or sick leave days under the new program or paragraph 5 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.

24.01.04 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.

24.01.05 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 year.

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

#### 24.01.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's Unemployment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

24.01.08 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.

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

24.01.10 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is legitimately ill.

24.01.11 (a) Employees with five (5) years continuous service but less than ten (10) years continuous service, who terminate their services for any reason will be allowed to cash out twenty-five per cent (25%) of the sick leave bank to a maximum of thirty (30) days.

(b) Employees with more than ten (10) years of continuous service who terminate their services for any reason will be permitted to cash out fifty per cent (50%) of their sick leave bank to a maximum of thirty (30) days.

(c) Employees who retire under any of the terms of the Hospitals of Ontario Pension Plan will be able to cash out fifty per cent (50%) of their total sick leave bank.

#### 24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment

will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## ARTICLE 25 - COMPENSATION

### 25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) years 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 step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

### 25.03 Temporary Transfer

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



higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

#### 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 new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be

retroactive only to the date that the Union raised the issue with the Hospital.

**25.05 Wages and Classification Premiums**

(a) The Hospital agrees to pay and the Union agrees to accept for the terms of this Agreement the rates of pay as outlined below.

(b) SCHEDULE "A"

CLASSIFICATION	April 1/96	April 1/97	Oct. 11/97	April 1/98
<b>Aide #1</b>				
Previously Maid, Unit Helper				
Start	14.238	14.380	14.452	14.597
1 year	14.400	14.544	14.617	14.763
2 years	14.562	14.708	14.781	14.929
<b>Aide #2</b>				
Previously Aide, Nursing, Special Diet, Seamstress, Linen Control, Cook's Helper, Tech Aide, Health Care Aide				
Start	14.238	14.380	14.452	14.597
1 year	14.400	14.544	14.617	14.763
2 years	14.562	14.708	14.781	14.929
<b>Janitor, Porter</b>				
Start	14.238	14.380	14.452	14.597
1 year	14.400	14.544	14.617	14.763
2 years	14.562	14.708	14.781	14.929
<b>Cook #1</b>				
Start	14.685	14.832	14.906	15.055
1 year	14.848	14.996	15.017	15.222
2 years	15.011	15.161	15.237	15.389
<b>Cook #2</b>				
Start	14.590	14.736	14.810	14.958
1 year	14.753	14.901	14.975	15.125
2 years	14.916	15.065	15.140	14.292

<b>R.P.N.</b>				
Start	16.973	17.143	17.228	17.401
1 year	17.138	17.309	17.396	17.570
2 years	17.323	17.496	17.584	17.760
Orderly, Security Guard				
Start	14.848	14.996	15.071	15.222
1 year	15.011	15.161	15.237	15.389
2 years	15.176	15.328	15.404	15.558
*Untrained Orderly				
Start	14.561	14.707	14.780	14.928
Maintenance "A"				
Electrician, Plumber, Carpenter, 3rd Class Stationary Engineer				
Start	18.144	18.325	18.417	18.601
1 year	18.492	18.677	18.770	18.958
Maintenance "B"				
Electronic Technician, Painter, Machinist				
Start	17.559	17.735	17.823	18.001
1 year	17.908	18.087	18.178	18.359
Maintenance I				
Start	16.973	17.143	17.228	17.401
1 year	17.323	17.496	17.584	17.760
Maintenance II				
Start	15.699	15.856	15.935	16.095
1 year	15.852	16.011	16.091	16.251
2 years	16.043	16.203	16.284	16.447
Maintenance III				
Start	15.438	15.592	15.670	15.827
1 year	15.626	15.782	15.861	16.020
2 years	15.789	15.947	16.027	16.187

SCHEDULE "A"

CLASSIFICATION	Oct. 11/98	April 1/99	Oct. 11/99	Oct. 11/00
<b>Aide #1</b>				
Previously Maid, Unit Helper				
Start	14.743	14.890	15.039	15.340
1 year	14.911	15.060	15.210	15.514
2 years	15.078	15.229	15.381	15.689
<b>Aide #2</b>				
Previously Aide, Nursing, Special Diet, Seamstress, Linen Control, Cook's Helper, Tech Aide, Health Care Aide				
Start	14.743	14.890	15.039	15.340
1 year	14.911	15.060	15.210	15.514
2 years	15.078	15.229	15.381	15.689
<b>Janitor, Porter</b>				
Start	14.743	14.890	15.039	15.340
1 year	14.911	15.060	15.210	15.514
2 years	15.078	15.229	15.381	15.689
<b>Cook #1</b>				
Start	15.206	15.358	15.511	15.821
1 year	15.374	15.528	15.683	15.997
2 years	15.543	15.699	15.856	16.173
<b>Cook #2</b>				
Start	15.107	15.258	15.411	15.719
1 year	15.276	15.429	15.583	15.895
2 years	15.445	15.599	15.755	16.070
<b>R.P.N.</b>				
Start	17.575	17.750	17.928	18.287
1 year	17.746	17.923	18.102	18.464
2 years	17.937	18.117	18.298	18.664
<b>Orderly, Security Guard</b>				
Start	15.374	15.528	15.683	15.977
1 year	15.543	15.699	15.856	16.173
2 years	15.714	15.871	16.030	16.350
<b>*Untrained Orderly</b>				
Start	15.374	15.528	15.683	15.997

Maintenance "A"

Electrician, Plumber, Carpenter, 3rd Class Stationary Engineer				
Start	18.787	18.975	19.165	19.548
1 year	19.148	19.339	19.532	19.923

Maintenance "B"

Electronic Technician, Painter, Machinist				
Start	18.182	18.363	18.547	18.918
1 year	18.543	18.728	18.916	19.249

Maintenance I

Start	17.575	17.750	17.928	18.287
1 year	17.937	18.117	18.298	18.664

Maintenance II

Start	16.256	16.418	16.582	16.914
1 year	16.414	16.578	16.744	17.079
2 years	16.612	16.778	16.946	17.285

Maintenance III

Start	15.985	16.145	16.307	16.633
1 year	16.180	16.342	16.505	16.835
2 years	16.349	16.512	16.677	17.011

25.06 Wages and Retroactivity

Retroactivity to April 1, 1997 shall apply only to the general wage increase and shall be paid on the basis of hours paid since that date

Wage rates to be increased effective April 1, 1997, in order that NON LICO (over \$30,000) wages will equalize with LICO (under \$30,000) wage rates, In addition, wage rates are to be further increased by a general wage increase of 1% effective April 1, 1997, .5% effective October 11, 1997, 1% effective April 1, 1998, 1%

October 11, 1998, 1% effective April 1, 1999, 1% effective October 11, 1999 and 2% effective October 11, 2000, retroactivity.

Such retroactivity shall be paid as soon as possible but no later than ninety (90) days from the date of written notice of ratification of the Memorandum of Settlement by both parties.

Employees who have terminated their employment since October 11, 1995 shall be given notice by registered mail at their address last known by the Hospital, within thirty (30) days of written

notice, of ratification of the Memorandum of Settlement by both parties and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

The Hospital will make every effort to pay the new wages within one pay period from the date of written notice of ratification of the Memorandum of Settlement by both parties.

#### ARTICLE 26 - RELATIONSHIP

26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

26.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or in writing by the Hospital.

#### ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by a representative of the Local Union and submitted to the Administrator or his appointee for approval prior to being posted.

#### ARTICLE 28 - ACCESS TO EMPLOYEE FILES

28.01 Each employee shall have access to his/her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of his/her supervisor and the union steward if he/she so requests. Each employee shall

be given a copy of his/her evaluation, if requested at the time the evaluation is being completed.

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

## ARTICLE 29 - TERMINATION

### 29.01 Renewal

In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification for amendment as provided in the following paragraphs, or any longer period which may be mutually agreed to.

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" mean those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties of 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.

29.02 Term

This Agreement shall continue in effect until October 10, 2001 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.



DATED at Orillia, Ontario this 22<sup>nd</sup> day of June 2001.

ORILLIA SOLDIERS MEMORIAL  
HOSPITAL, ORILLIA, ONTARIO

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204,  
AFL-CIO-CLC

*Samuel Brown*

*Debra Elliott*

*Donald Brown*

*Regina Hansen*

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DE/JC

LETTER OF INTENT

Re: Liability Insurance

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

MEMORANDUM OF AGREEMENT

Re: Shift Premium

This letter shall be attached to and form part of the collective agreement.

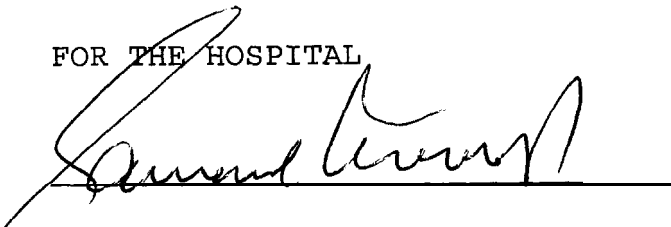
This letter is to confirm the parties understanding that:

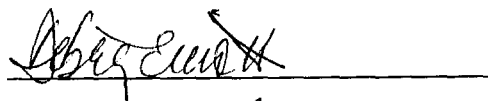
1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on
3. Hospitals who where paying a shift premium on the 11:00 a.m. to 7:00 p.m.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

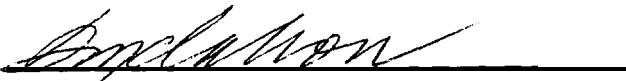
Signed at a *ville* this *22* day of *June* 20*01*.

FOR THE HOSPITAL

FOR THE UNION

  
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LETTER OF UNDERSTANDING

BETWEEN: ORILLIA SOLDIERS' MEMORIAL HOSPITAL  
(hereinafter called the "Hospital")  
of the FIRST PART  
AND: SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204, AFL-CIO-CLC  
(hereinafter called the "Union")  
of the SECOND PART

1. SHIFT SCHEDULING (prior to weekend off)

The Hospital will endeavour to schedule at least fifty (50%) percent day shifts prior to the employee's weekend off.

2. ORIENTATION PERIOD OF THREE (3) WORKING DAYS FOR ALL AREAS AND DEPARTMENTS

The Hospital, where feasible, will attempt to schedule employees on day shifts for up to three (3) days, when transferred to new areas or departments. During this period they will be made familiar with the duties and responsibilities of the area.

3. ERRORS IN PAY

Shortages in an employees pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employees action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospitals error and amount to less than two (2) hours pay, it will be corrected on the next standard payroll.
- (c) If the shortage occurs as a result of the Hospitals error in an amount of two (2) hours pay or more, a second cheque will be issued to cover the shortage, if requested by the employee. In the event a cheque is requested by the employee, it will be issued within two payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

Signed at Orillia this 22 day of

June 2001.

ORILLIA SOLDIERS'  
MEMORIAL HOSPITAL

SERVICE EMPLOYEES INTER-  
NATIONAL UNION

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LETTER OF UNDERSTANDING

BETWEEN:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204, AFL-CIO-CLC

Pre-Scheduling Part-time Staff

The Hospital is willing to preschedule part-time nursing department staff on a unit by unit basis.

Prior to schedules being posted on each unit, all shifts available for part-time staff, which are known to be available at that time, will be allocated equitably by seniority to the part-time staff assigned to that unit.

The available shifts each week will be distributed one at a time to each person on the units part-time list, one shift for each person, by order of seniority.

Once each person has been allocated one shift, the balance of the shifts, if available, will be distributed in the same manner in order of seniority, one by one.

Once each person has been allocated two shifts, the balance, if available, will be distributed in the same manner, and so on, and so on, until all known available shifts are exhausted and prescheduled.

Staff may remove themselves from availability for temporary periods, by requesting leave of absences or sick leave or for other valid reasons according to existing rules and policies. Such requests will be made to the Nursing Unit Manager a minimum of seven weeks prior to the change in availability, to allow time for schedules to be adjusted prior to posting. Otherwise all part-time staff will be part of the team list for pre-scheduling and agree to keep themselves available until schedules are posted and shift obligations are known.

### Call-in of Part-time Staff (Different from call-back)

After schedules are posted, if staff need to be replaced due to previously unknown circumstances which cause them to be absent, part-time staff on the roster on each unit will be called in by order of seniority, starting with the most senior person who has fewer prescheduled shifts than the most senior person on the roster.

Once the call-in process for each week reaches the end of the roster (most junior person), it will start over again with the most senior person being called, until all persons on that unit's call-in roster have been called once in that week, if they are needed.

At this point a request may be made to a second comparable unit to obtain the name of the person first in order to be called, if more staff are needed for the first unit in that week.

Staff may remove themselves from availability for call-in; ie taking themselves off the call-in roster; for short-term or longer term periods, by making their request in writing to the Nursing Unit Manager, with the end date of availability noted. Similarly to go back on the call-in roster, staff may make themselves available by putting their request in writing to the Nursing Unit Manager, with the start date of availability noted.

Such requests for change in availability for call-in, must be made at least two weeks in advance of the change in availability.

All staff who have put themselves on availability for call-in must be regularly available when called. On the nursing unit, responses to call-in will be documented as either "not reached" or "accepted call-in" or "refused call-in".

A notation of "refused call-in" or "not reached", will be treated the same as a call-in "accepted" and worked, for the purposes of rotation down the roster.

A staff member who puts themselves on availability and is subsequently not regularly available, will be expected to meet with a Nursing Manager to discuss his/her availability and the Hospital's needs and expectations in this regard.

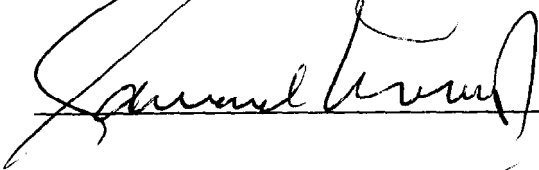
Following such a meeting, if the staff member persists in not being available, the person is subject to being removed from the call-in roster and/or subject to progressive discipline.

This Letter of Understanding shall come into effect Monday, June 29, 1992, or as soon thereafter as possible and may be amended at any time upon the request and mutual agreement of the parties.


Signed at Orillia, this 22 day of June 2001.  
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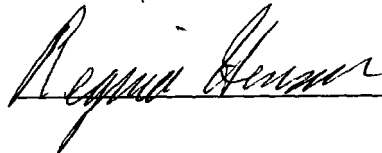
ORILLIA SOLDIERS'  
MEMORIAL HOSPITAL

SERVICE EMPLOYEES INTER-  
NATIONAL UNION

  
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LETTER OF UNDERSTANDING

BETWEEN:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204, AFL-CIO-CLC

The Hospital undertakes to review the duties and responsibilities and organization of the positions in the Housekeeping Office, which receives the responsibility premium, and undertakes to consider the concerns raised by the union on March 31, 1992, regarding this position performing managerial tasks.

Signed at *Orillia* this *22* day of *June* 2001.

ORILLIA SOLDIERS'  
MEMORIAL HOSPITAL

SERVICE EMPLOYEES INTER-  
NATIONAL UNION

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LETTER OF UNDERSTANDING

BETWEEN:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204, AFL-CIO-CLC

This letter is in regard to the administration of vacations as prescribed particularly in Articles 21.04 and 21.05 A and B of the Collective Agreement.

1. Vacation may be granted between July 1st and June 30th each year, except where departmental policies provide vacation scheduling limitations during the prime times of Christmas/New Years, March Break and June 15th to September 15th.
2. Vacation requests submitted by March 15th for the 12 months period following April 15th, will be granted based on vacation requests and any conflicts settled according to seniority for requests received on time. Due regard will be given to vacation scheduling limitations in departmental policies.

Vacation requests made at other times of the year, will be granted as available on a first come basis and must be submitted at least 7 weeks prior to the requested start date. For these requests, seniority will not be the deciding factor, unless conflicting requests are received simultaneously.

Signed at *Orillia* this *22* day of *June* 20*01*.

ORILLIA SOLDIERS'  
MEMORIAL HOSPITAL

SERVICE EMPLOYEES INTER-  
NATIONAL UNION

*Samuel Brown*  
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*Sebes delio tt*  
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*Anderson*  
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*Regina Brown*  
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MEMORANDUM OF UNDERSTANDING

This letter shall be attached to and form part of the collective agreement.

Pursuant to the award of the Adams board dated October 5, 1999, in the event of any dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter shall be referred to a Board of Arbitration chaired by G. Charney and nominees J. Sack and R. Filion

Signed at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

FOR THE PARTICIPATING LOCAL UNION

FOR THE PARTICIPATING  
HOSPITALS

\_\_\_\_\_  
Local 204

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Local 478

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Local 183

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Local 777

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Local 532

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Local 268

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SEE ORIGINAL SIGNED AGREEMENT