

**SERVICE  
COLLECTIVE AGREEMENT**

BETWEEN

**WEST HALDIMAND  
GENERAL HOSPITAL**

(hereinafter called the "Hospital")

AND

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
Local 532, A.F.L.-C.I.O.-C.L.C.**

(Hereinafter called the "Union")

Expires: October 10, 2001

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## **ARTICLE 1 - PURPOSE**

**1.01** The purpose of the Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between the Hospital, its employees and the Union.

**1.02** The Hospital agrees to treat the employees with consideration and the Union agrees to encourage them to accomplish loyal and sincere work.

**1.03** The Union recognizes that the Hospital is a public service dedicated to the care of the sick and injured. This obligation requires reliable and continuous service to be performed with skill and efficiency.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01** The Hospital recognizes the Union as a sole collective bargaining agent for all its employees at Hagersville, Ontario, save and except professional medical staff, Registered Nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, foreman, persons above the rank of supervisor or foreman, chief engineer, office staff, persons regularly employed for not more than 22.5 hours per week, students employed during the school vacation period, and employees hired under the mental retardation programme.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights,

powers and authority of management are retained by the management and remain exclusively and without limitations within the rights of management. Without limiting the generality of the foregoing, management's rights include:

- (a) The right to maintain order, discipline, and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees and the right to discipline or dismiss employees for proper cause;
- (b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall and suspend employees and select employees for positions not covered by this Agreement;
- (c) The direction of the working force, the right to plan, direct and control the operation of the Hospital, the right to introduce new and improved methods, facilities equipment, the amount of supervision necessary combining or splitting up of departments, work schedules, establishment of standards and quality of care. The determination of the extent to which the Hospital will be operated and the increase or decrease in employment;
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Hospital. It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim that the Hospital has so exercised these rights shall be a proper subject for grievance.

## 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, employees and Hospital, or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

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.

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

#### **5.02 - Interview Period**

It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Employer shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place in the Hospital premises, in a room designated by the Employer, and the employee shall report to this room for the interview during the interview period. The Employer may have a representative present at this interview.

**5.03 - Employee Lists**

The Hospital will supply the Union with the social insurance numbers and addresses of new employees when they are placed on the check off list for the first time.

**5.04 - Part-time Transfers**

If a part-time employee ceases to be regularly employed for more than twenty-two and a half (22.5) hours per week, continuously for seven (7) weeks, that employee will be automatically covered under the addendum to this collective agreement with equivalent accumulated seniority.

**ARTICLE 6 - NO STRIKE/LOCKOUT**

**6.01** The Union undertakes and agrees that while this Agreement is in operation there will be no strike, sit-down, slowdown, or any suspension or interference with work or service, and any employee or employees participating in any such action may be summarily discharged or otherwise disciplined. The Hospital agrees that while this Agreement is in operation it will not engage in any lockout.

**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 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

**7.02 - Union Stewards**

- (a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area

within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital will recognize a chief steward, and one steward from each of the following areas of the Hospital:
  - Registered Nurses Assistants
  - Dietary
  - C.S.R. Aides
  - Maintenance
  - Housekeeping
  - Orderlies
- (g) Steward badges will be allowed to be worn.
- (h) The Hospital undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- (i) The Union undertakes to secure from its officers, stewards and members, their co-operation with the Hospital and with all persons representing the Hospital in any supervisory capacity.

### **7.03 - Central Bargaining Committee**

In the event the parties to 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 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 negotiation session between the central negotiating committees.

Leave for attendance at the central Union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

### **7.04 - Local Negotiating Committee**

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of 3 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 sched-

uled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

- (e) Nothing in this provision is intended to preclude the Union Negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

#### **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

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

**8.02** The grievance shall identify the nature of the grievance, the 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 and 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 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 the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

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

**8.05 - Policy Grievance**

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

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

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

**8.06** 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, not 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, 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 (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

### **9.02 - Definition of Seniority**

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

Seniority will operate on a bargaining unit wide basis.

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

### **9.03 - Transfer of Service and Seniority**

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/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.

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

#### **9.05 - Effect of Absence**

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days

or any approved absence paid by the Hospital, both seniority and service will accrue.

- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's 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 absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

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

**9.06 - Seniority**

(a) Seniority lists of employees shall be maintained by the Hospital on a departmental basis for the following departments:

Dietary	Nursing	- R.P.N.'s
Housekeeping		- Orderlies
Ambulance		
Maintenance	C.S.R. Aides	

(b) Within each of the foregoing departments, the Hospital agrees to recognize seniority and qualification in the making of promotions and demotions and in the reduction of staff. Therefore, as between employees with relatively equal qualifications, the senior employee will receive preference.

(i) "Promotion" as used in this Agreement shall mean a permanent transfer to a job carrying a higher rate of pay.

(ii) "Demotion" as used in this Agreement shall mean a permanent transfer to a job carrying a lower rate of pay.

(c) Seniority lists will be revised and brought up to date by the Hospital upon January 2 and July 2 of each year. The Hospital will post a copy of each departmental list in the appropriate department and will supply the Union with copies upon request.

(d) A bargaining unit employee who is transferred to a supervisory position or any position not subject to the provisions of this Agreement shall accumulate seniority during the period he retains such position and, if he is returned to the bargaining unit, such

seniority shall be added to the seniority which he had at the time of his promotion or appointment.

## 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 (3) months, unless otherwise mutually agreed by the parties.

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

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



- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit may 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 Layoff**

(a) In the event of a proposed layoff 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, who will be laid off with 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, qualifications and training or training requirements;

- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of **work**;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in term 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 rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

### **10.03 -Severance and Retirement Options**

- (a) (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
  - (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees **up** to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of 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).

- (c) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. **An** employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

#### 10.04 - Regional Staff Planning Committees

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

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

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the **work**. For benefit-entitlement purposes, it is recognized that hospitals shall be free to

grant to any employees hired through this process full credit for service earned with another hospital.

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

**10.05 - Layoff and Recall**

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

Note: An identical paying classification shall include any classification where the straight time hourly 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'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 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 layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior

to the layoff should it become vacant within six (6) months of being recalled.

- (f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid *off* to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employee.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee



otherwise qualified for holiday pay shall not be disintitled thereto solely because of the day on which the layoff commenced.

- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

**10.06 - Benefits on Layoff**

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

**ARTICLE 11 - JOB POSTING**

**11.01** Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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

**11.03** Employees shall be selected for positions under 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 compiled 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 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**

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

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 the bargaining unit employees may be utilized to

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

### ARTICLE 13 - WORK OF THE BARGAINING UNIT

#### **13.01 - Work of the Bargaining Unit**

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

#### **13.02 - Employment Agencies**

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

#### **13.03 - Volunteers**

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

#### **13.04 - Ratio of RN's to 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.

#### **ARTICLE 14 -TECHNOLOGICAL CHANCE**

**14.01** Technological Change means the automation of equipment or the mechanization or automation of operations, or the replacement of existing equipment of 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 present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire

the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

**14.04** Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of 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 an unpaid leave of absence.

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

## ARTICLE 15 • LEAVES OF ABSENCE

### 15.01 - Bereavement Leave

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

### 15.02 - Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his 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, endeavor to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

### 15.03 - Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in

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

- (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
  - (ii) presents proof of service requiring the employee's attendance;
  - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half 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 Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment

benefit. That benefit will be equivalent to the difference between ninety-three percent (**93%**) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be deemed 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 qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption, 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 extensions shall be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance 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 Employment Insurance Benefits.

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

- (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 in the same department, and at the same rate of pay.

**15.06 - Full-Time Union Office**

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected *or* appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave,

if granted, shall be for a period of one (1) calendar year (in the case of Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Service and seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

**15.07 - Union Leave**

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least 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) 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.

**15.08 - Personal Leave**

The Hospital may, in its own discretion, grant leave of absence to any employee for legitimate personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Hospital. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave.

**ARTICLE 16 - HOURS OF WORK**

**16.01 - Daily and Weekly Hours of Work**

“It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of the Articles 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 change in the number of normal hours worked in consequence of such change from Daylight Savings 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.”

The regular working day for all employees covered by this agreement shall consist of seven and one-half (7.5) hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half (0.5) hour each; such seven and one-half (7.5) hour shift shall be worked within an eight hour period.

The work week for all full-time employees over a two (2) week cycle shall be an average of thirty-seven and

one-half (37.5) hours, with an average of five working days per work week.

**16.02 - Rest Periods**

- (a) All employees will be allowed two rest periods of fifteen (15) minutes duration each per shift, at a time to designated by the Employee's supervisor. Such rest periods shall be without reduction of pay and without increasing the regular working days.
- (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.
- (c) Part-time employees shall be entitled to paid rest period of fifteen (15) minutes for each three and three-quarter (3.75) hours of work during their shift.

**16.03 - Time Off Between Shifts**

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

**16.04 -Weekends Off**

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



third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (a) Such weekend work was performed by the employee to satisfy specific days off requested by such employees; or
- (b) 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
- (c) Such weekend is worked as a result of an exchange of shifts with another employee; **or**
- (d) The Hospital is unable to comply due to a prohibition against scheduling split days off.
- (e) 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.
- (f) 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.
- (g) It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) days in each week and ten (10) work days in each two (2) weeks, with the time off being given on consecutive days if it considers it to be necessary, and provided that the Hospital shall exercise

its discretion in a reasonable manner. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital and by the decision of the Hospital as to the number of staff required to be on duty at any one time.

- (h) Employees' regular work schedules are to be posted two (2) weeks in advance of the schedules becoming effective.
- (i) When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Hospital for his return to work at least one (1) regular working day prior to the time of his intended return. It is the employee's duty to keep the Hospital informed of his correct address and telephone number, and the Hospital will not be liable for any payment unless such arrangements have been made.

## **ARTICLE 17 - PREMIUM PAYMENT**

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

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

### **17.02 - Definition of Overtime (Overtime Premium)**

Authorized work performed in excess of seventy-five (75) hours in a bi-weekly period or seven and one-half (7.5) hours in any one day will be counted as overtime work and will be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay, computed on a hourly basis.

It is hereby expressly understood and agreed that the provisions of this Article 17 are solely for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee or working schedules.

Overtime pay shall also be paid for work performed before the scheduled starting time during an employee's scheduled time off, provided, however, that such additional time must have been authorized by the appropriate Department Head.

No overtime will be paid where the time worked was a result of an exchange of shifts between employees.

**17.03 - Reporting Pay**

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report to work.

**17.04 - Standby**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive stand-by 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 apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call-back pay shall cover all calls within the minimum four **(4)** hours period provided for under (a). If a second call takes place after four **(4)** hours have elapsed from the time from the first call, it shall be subject to a second call-back premium, but no case shall an employee collect two call-back premiums within one such four **(4)** hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2.5) times his regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

#### **17.06 - Shift Premium**

Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (\$0.45) 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 of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

**17.08 - Overtime - Lieu Time**

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

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 2300 hours Friday to 2300 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.

**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 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 seventy dollars (\$70.00) per year in a lump sum payment in the first pay period of November each year.

Part-time employees will receive seventy dollars (\$70.00) for each 1725 hours worked, beginning October 11, 1990.

**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 (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

#### **ARTICLE 19 - HEALTH AND SAFETY**

##### **19.01 - Accident Prevention—**

###### **Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept ~~as~~ a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to 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 (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time ~~off~~ for such representative(s) to attend meetings of the Accident Prevention—Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavor to obtain the full cooperation 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 provision of protective clothing and



safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 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 following days shall be recognized as holidays with pay for regular full-time employees:

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

In addition to the paid holidays set out in Article 20 employees shall be entitled to the following additional paid holiday.

Heritage Day: (If not proclaimed, the paid holiday will be taken as a float holiday by mutual agreement between the Employer and the employee).

Provided that:

- (a) He works as scheduled on his last scheduled day preceding the holiday and on his first scheduled

day following the holiday unless excused in writing by the Administrator, and

- (b) He works any time in the fifteen (15) day period beginning seven (7) days before the holiday and ending seven (7) days after the holiday. The only exception to compliance with section 20.01 (b) shall be if the period falls within an employee's vacation.

In Section 20 (a) and (b) "holiday" means, for an employee, the day he's given off under Section 20.02

**20.02** A regular full-time employee who is required to work on a paid holiday as specified in Section 20.01 shall be paid at time and one-half for all such work performed and, at the discretion of the Employer be given either:

- (a) One day at regular rate, or
- (b) An extra day's pay at regular rate, within thirty (30) days of the said holiday or within the schedule cycle, whichever period is the longer.

**20.03** Where an employee is required to work authorized overtime in excess of his regular 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.

**20.04** Part-time employees working more than twenty-two and one-half (22.5) hours **per** week shall be treated in a pro rata basis equivalent to the paid holiday benefits granted to regular full-time employee.

**20.05** If one of the above named paid holidays occurs on an employees regular day off, or during his vacation

period, the employee will receive one additional day off in lieu thereof.

## **ARTICLE 21 - VACATIONS**

### **21.01 - Entitlement and Calculation of Payment**

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

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

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

**An** employee who has completed three (3) years but less than eight (8) years of continuous service as of their anniversary date shall be entitled to three (3) weeks annual vacation with pay.

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

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

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital

falls on or after October 11, 1989, the service requirement for four (4) weeks vacations shall be six (6) or more years of full-time continuous service.

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

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to five (5) weeks annual vacation with pay.

An employee who has completed twenty-five (25) years of continuous service as of their anniversary date shall be entitled to six (6) weeks annual vacation with pay.

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

**21.02 - Approved Leave of Absence During Vacation**

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

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

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

**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 \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

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

- (c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction, Effective the first of the month following ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.
- (e) 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**

All present employees enrolled in the Hospital's pension plan shall maintain their enrollment 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, enroll in the plan as required in accordance with its terms and conditions.

**22.04 - Health and Welfare**

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

- (1) Extended Health Care, including Vision Care and Hearing Aid Allowance
- (2) Dental Plan

**ARTICLE 23 - INJURY AND DISABILITY**

**23.01 - Worker's Compensation Injury**

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

### **23.02 - Disabled employees**

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

## **ARTICLE 24 - SICK LEAVE**

### **24.01 - Sick Leave and Long Term Disability**

1. 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.
2. 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.
3. Effective 1971 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.



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

- (a) Supplement payment for sick leave days under the new program or paragraph 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 Worker's Compensation Board as compensable

within the meaning of the Worker's 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.

4. 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.
5. 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.
6. Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
7. **Unemployment Insurance Rebate**  
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

8. In order to qualify for sick leave payment, an employee must notify his superior **as soon as possible** and at least one hour prior to the beginning of the employee's shift. The Hospital reserves the right to require proof of illness including medical certificate, written opinion from the employee's physician, or examination by a physician appointed by the Hospital, subject to the requirements of the *H.O.O.D.I.P.* plan before payment of sick leave is granted.

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.

9. When employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Hospital for his return to work at least one (1) regular working day prior to the time of his intended return. It is the employee's duty to keep the Hospital informed of his correct address and telephone number, and the Hospital will not be liable for any payment unless such arrangements have been made.
10. The Hospital shall pay the full cost of any medical certificates required of an employee.

**24.02 -Worker's Compensation Benefits and Sick Leave (Full-Time)**

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's 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 following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 25 - COMPENSATION**

### **25.01 - Experience Pay**

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year's 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 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 endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such

meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit having regard to the requirement 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 classification.
- (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.

**WEST HALDIMAND GENERAL HOSPITAL  
S.E.I.U. WAGE SCHEDULE 'A'  
AS AT OCTOBER 11, 1994**

<b>POSITION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>
<b>R.P.N.</b>			
Oct. 11/94	16.98	17.07	17.18
Apr. 01/96	16.98	17.07	17.18
Apr. 01/97	17.15	17.24	17.35
Oct. 11/97	17.24	17.33	17.44
Apr. 01/98	17.41	17.50	17.61
Oct. 11/98	17.59	17.69	17.79
Apr. 01/99	17.76	17.86	17.97
Oct. 11/99	17.94	18.04	18.15
Oct. 11/00	18.30	18.40	18.51
<b>ORDERLY</b>			
Oct. 11/94	14.96	15.06	15.17
Apr. 01/96	14.96	15.06	15.17
Apr. 01/97	15.11	15.21	15.32
Oct. 11/97	15.19	15.29	15.40
Apr. 01/98	15.34	15.44	15.55
Oct. 11/98	15.49	15.59	15.71
Apr. 01/99	15.65	15.75	15.87
Oct. 11/99	15.80	15.91	16.02
Oct. 11/00	16.12	16.23	16.34
<b>PARAMEDIC 1 AMBULANCE ATTENDANT</b>			
Oct. 11/94	17.76	18.15	18.68
Apr. 01/96	17.76	18.15	18.68
Apr. 01/97	18.41	18.98	19.54
Jan. 01/99	18.59	19.17	19.74
Jan. 01/00	18.84	19.43	20.01
Jan. 01/01	19.21	19.81	20.40

**POSITION      START    1 YEAR    2 YEARS**

**PARAMEDIC 2 AMBULANCE ATTENDANT**

Oct. 11/94  
**Apr. 01/96**  
**Apr. 01/97**  
 Jan. 01/99  
 Jan. 01/00  
**Jan. 01/01**

**CENTRAL SUPPLY AIDES**

Oct. 11/94	13.59	13.67	13.80
<b>Apr. 01/96</b>	13.59	13.67	13.80
<b>Apr. 01/97</b>	13.73	13.81	13.94
Oct. 11/97	13.79	13.88	14.01
<b>Apr. 01/98</b>	13.93	14.01	14.15
Oct. 11/98	14.07	14.15	14.29
<b>Apr. 01/99</b>	14.21	14.30	14.43
Oct. 11/99	14.35	14.44	14.58
Oct. 11/00	14.64	14.73	14.87

**HOUSEKEEPING/DIETARY/AIDE**

Oct. 11/94	13.40	13.51	13.60
<b>Apr. 01/96</b>	13.40	13.51	13.60
<b>Apr. 01/97</b>	13.53	13.65	13.74
Oct. 11/97	13.60	13.71	13.80
<b>Apr. 01/98</b>	13.74	13.85	13.94
Oct. 11/98	13.88	13.99	14.08
<b>Apr. 01/99</b>	14.01	14.13	14.22
Oct. 11/99	14.15	14.27	14.37
Oct. 11/00	14.44	14.56	14.65



**POSITION      START    1 YEAR    2 YEARS**

**HOUSEKEEPING JANITORS**

Oct. 11/94	14.39	14.47	14.58
<b>Apr. 01/96</b>	14.39	14.47	14.58
<b>Apr. 01/97</b>	14.53	14.61	14.73
Oct. 11/97	14.61	14.69	14.80
<b>Apr. 01/98</b>	14.75	14.83	14.95
Oct. 11/98	14.90	14.98	15.10
<b>Apr. 01/99</b>	15.05	15.13	15.25
Oct. 11/99	15.20	15.28	15.40
Oct. 11/00	15.50	15.59	15.71

**SENIOR COOK**

Oct. 11/94	14.33	14.43	14.54
<b>Apr. 01/96</b>	14.33	14.43	14.54
<b>Apr. 01/97</b>	14.47	14.57	14.69
Oct. 11/97	14.55	14.65	14.76
<b>Apr. 01/98</b>	14.69	14.79	14.91
Oct. 11/98	14.84	14.94	15.06
<b>Apr. 01/99</b>	14.99	15.09	15.21
Oct. 11/99	15.14	15.24	15.36
Oct. 11/00	15.44	15.55	15.67

**COOK**

Oct. 11/94	14.33	14.43	14.54
<b>Apr. 01/96</b>	14.33	14.43	14.54
<b>Apr. 01/97</b>	14.47	14.57	14.69
Oct. 11/97	14.55	14.65	14.76
<b>Apr. 01/98</b>	14.69	14.79	14.91
Oct. 11/98	14.84	14.94	15.06
<b>Apr. 01/99</b>	14.99	15.09	15.21
Oct. 11/99	15.14	15.24	15.36
Oct. 11/00	15.44	15.55	15.67

<b>POSITION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>
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**PAINTER**

Oct. 11/94	17.45	17.54	17.63
Apr. 01/96	17.45	17.64	17.63
Apr. 01/97	17.63	17.72	17.81
Oct. 11/97	17.71	17.80	17.90
Apr. 01/98	17.89	17.99	18.08
Oct. 11/98	18.07	18.17	18.26
Apr. 01/99	18.25	18.35	18.44
Oct. 11/99	18.43	18.54	18.63
Oct. 11/00	18.80	18.90	19.00

**4TH CLASS STATIONARY ENGINEER**

Oct. 11/94	17.45	17.54	17.63
Apr. 01/96	17.45	17.54	17.63
Apr. 01/97	17.62	17.72	17.81
Oct. 11/97	17.71	17.80	17.90
Apr. 01/98	17.89	17.99	18.08
Oct. 11/98	18.07	18.17	18.26
Apr. 01/99	18.25	18.35	18.44
Oct. 11/99	18.43	18.54	18.63
Oct. 11/00	18.80	18.90	19.00

**ELECTRICIAN**

Oct. 11/94	17.45	17.54	17.63
Apr. 01/96	17.45	17.64	17.63
Apr. 01/97	17.62	17.72	17.81
Oct. 11/97	17.71	17.80	17.90
Apr. 01/98	17.89	17.99	18.08
Oct. 11/98	18.07	18.17	18.26
Apr. 01/99	18.25	18.35	18.44
Oct. 11/99	18.43	18.54	18.63
Oct. 11/00	18.80	18.90	19.00

<b>POSITION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>
<b>MAINTENANCE 'A'</b>			
Oct. 11/94	16.97	17.05	17.17
<b>Apr. 01/96</b>	16.97	17.05	17.17
<b>Apr. 01/97</b>	17.14	17.22	17.34
Oct. 11/97	17.23	17.31	17.43
<b>Apr. 01/98</b>	17.39	17.48	17.60
Oct. 11/98	17.57	17.66	17.78
<b>Apr. 01/99</b>	17.74	17.83	17.96
Oct. 11/99	17.93	18.01	18.14
Oct. 11/00	18.28	18.37	18.50
<b>MAINTENANCE 'B'</b>			
Oct. 11/94	15.46	15.54	15.63
<b>Apr. 01/96</b>	15.46	15.54	15.63
<b>Apr. 01/97</b>	15.62	15.70	15.79
Oct. 11/97	15.69	15.77	15.87
<b>Apr. 01/98</b>	15.85	15.93	16.02
Oct. 11/98	16.01	16.09	16.18
<b>Apr. 01/99</b>	16.17	16.25	16.35
Oct. 11/99	16.33	16.41	16.51
Oct. 11/00	16.67	16.74	16.84
<b>O.R. TECHNICIAN</b>			
Oct. 11/94	16.06	16.21	16.37
<b>Apr. 01/96</b>	16.06	16.21	16.37
<b>Apr. 01/97</b>	16.22	16.37	16.53
Oct. 11/97	16.30	16.45	16.62
<b>Apr. 01/98</b>	16.46	16.62	16.78
Oct. 11/98	16.63	16.78	16.96
<b>Apr. 01/99</b>	16.79	16.95	17.12
Oct. 11/99	16.96	17.12	17.29
Oct. 11/00	17.30	17.46	17.64

**\* PART-TIME RECEIVE 14% IN LIEU OF  
FRINGE BENEFITS**

**Wages and Classification Premiums**

The Hospital agrees that wages shall be paid cheque or direct deposit on the regular pay day hi-weekly.

**ARTICLE 26 - OTHER PROVISIONS**

**26.01** Each employee shall have access to his file for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of his Supervisor and the Union Steward if he so requests. On the date of interview each employee shall be given a copy of his evaluation at his request.

**26.02** Any letter of reprimand will be removed from the record of the employee twelve (12) months following the receipt of such letter, provided the employees record has been discipline free for such twelve month period.

**26.03** The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices.

**ARTICLE 27 - DURATION**

**27.01** 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" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties 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.

**27.02 -Term**

This agreement shall continue in effect until October 10, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend this Agreement.

**ARTICLE 28 - RETROACTIVITY**

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.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new such employees hired since that date. Retroactivity will be paid within 90 days of the date of the award.

The new rates shall be implemented no later than 2 pay periods (bi-weekly) from the date of signing of this document.

**If an** eligible employee shall have terminated his/her employment since the expiry date **of** the agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have 60 days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods (bi-weekly) **of** the employee making such claim.

**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 classification of employees represented by the Union.

ADDENDUM TO AGREEMENT COVERING  
PART-TIME BARGAINING UNIT EMPLOYEES

BETWEEN

WEST HALDIMAND GENERAL HOSPITAL

AND

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 532  
A.F. of L., C.I.O., C.I.C.

**ARTICLE 2 - SCOPE AND RECOGNITION**

The Hospital and the Union agree that all provisions of the Collective Agreement to which this appendix is attached should be incorporated into the appendix and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their applications to part-time employees.

The Hospital recognizes the Service Employees International Union, Local 532, A.F. of L., C.I.O., C.L.C. as the bargaining agent of all employees of the West Haldimand General Hospital at Hagersville regularly employed for not more than twenty-two and one-half (22.5) hours per week, save and except professional nursing staff supervisor or foreman and office staff and persons above the rank of supervisor.



## ARTICLE 5 - UNION SECURITY

The union membership and check-off shall be as set out in Article 3 of the full-time Agreement; of which this addendum is a part.

If the employee becomes regularly employed for more than twenty-two and one-half (22.5) hours per week, continuously for seven (7) weeks, that employee will be automatically covered under the full-time Collective Agreement with equivalent accumulated seniority.

## ARTICLE 9 - SENIORITY

### 9.01 - Probationary Period

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

### 9.02 - Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of 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.

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

$$\frac{\text{Employees' hours of service}}{1950} \times 1725$$

= Converted hours of service

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

#### **ARTICLE 11 -JOB POSTING**

Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applicants submitted for such posting from part-time employees will be considered under the job posting procedure prior to consideration of persons not employed by the Hospital.

**ARTICLE 15 - PREGNANCY AND  
PARENTAL LEAVE**

**15.04**

- (a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
  
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
  
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
  
- (d) **An** employee who is on pregnancy leave **as** provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the **Employment Insurance Act**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance

pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as

part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (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 deemed 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 qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption, 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 extensions shall be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection(b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
  
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the **Employment Insurance Act**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance 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 Employment Insurance Benefits.,

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (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 in the same department, and at the same rate of pay.

**ARTICLE 16 AND 17 -  
HOURS OF WORK AND OVERTIME**

The hours of work and overtime shall be **as** set out in Article 16 & 17 of the full-time Agreement, of which this addendum **is a part**.

**ARTICLE 20 - HOLIDAYS**

**20.01**

(a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one-half (1.5) her regular straight time hourly rate for all hours worked on such holiday.

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

**ARTICLE 21 - VACATIONS**

**21.01 - Part-Time Vacation Pay**

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

A part-time employee who has completed less than 5175 hours of continuous service as of June 30, shall receive 4% of gross earnings.

A part-time employee who has completed 1725 hours but less than 13800 hours of continuous service **as** of June 30, shall receive 6% of gross earnings.



Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989** the service requirement for **6%** of gross earnings shall be **3450** hours.

A part-time employee who has completed **13800** hours but less than **25875** hours of continuous service as of June **30**, shall receive **8%** of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989** the service requirement for **8%** of gross earnings shall be **10350** hours.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October **11, 1990** the service requirement for **8%** of gross earnings shall be **8625** hours.

A part-time employee who has completed **25875** hours of continuous service but less than **43125** hours shall receive **10%** of gross earnings.

**An** employee who has completed **43125** hours or more of continuous service shall receive **12%** of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

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

**ARTICLE 22 - BENEFITS FOR  
PART-TIME EMPLOYEES**

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

**ARTICLE 25 - COMPENSATION**

**25.05 - Wages**

Employees covered by this Agreement, shall be paid the hourly rate equivalent of the applicable full-time rate of the classification of which they are regularly employed.

DATED AT HAGERSVILLE, this 14th day of  
November, 2000.

**WEST HALDIMAND GENERAL HOSPITAL**



**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
- LOCAL 532 -**



**MEMORANDUM OF UNDERSTANDING**

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

- (a) Pursuant to the Mitchnick interest arbitration award dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 for the term of the Collective Agreement.
- (b) 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. Fillion.

DATED AT HAGERSVILLE, this 14th day of November, 2000.

**WEST HALDIMAND GENERAL HOSPITAL**



**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
- LOCAL 532 -**

