



COLLECTIVE AGREEMENT

BETWEEN:

ST. MARY'S GENERAL
HOSPITAL, KITCHENER

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.

PART-TIME SERVICE BARGAINING UNIT

EXPIRY DATE: MARCH 31st, 2000

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TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE1

ARTICLE 2 - RECOGNITION..1

ARTICLE 3 - RELATIONSHIP..2

ARTICLE 4 - NO STRIKES OR LOCKOUTS2

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS 3

ARTICLE 6 - UNION REPRESENTATION..3

ARTICLE 7 - GRIEVANCE PROCEDURE'4

ARTICLE 8 - ARBITRATION..7

ARTICLE 9 - DISCIPLINE..8

ARTICLE 10 - PROBATIONARY PERIOD.....8

ARTICLE 11 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES.. 8

ARTICLE 12 - TRANSFER OF SERVICE CREDITS..9

ARTICLE 13 - LOSS OF SENIORITY AND EMPLOYMENT RIGHTS 10

ARTICLE 14 - BULLETIN BOARDS.....11

ARTICLE 15 - HOURS OF WORK AND OVERTIME11

ARTICLE 16 - RESPONSIBILITY ALLOWANCE 13

ARTICLE 17 - PAY FOR EDUCATIONAL COURSES13

ARTICLE 18 - OPERATING AND STAFF PLANNING.....14

ARTICLE 19 - REST PERIODS.....20

ARTICLE 20 - HOLIDAYS..20

ARTICLE 21 - REPORTING PAY.....21

ARTICLE 22 - UNIFORMS.....22

ARTICLE 23 - VACATION PAY..... 22

ARTICLE 24 - UNION SECURITY..... 23

ARTICLE 25 - SUPERVISORS WORKING..24

ARTICLE 26 - SHIFT BONUS..24

ARTICLE 27 - STANDBY PAY..24

ARTICLE 28 - BEREAVEMENT LEAVE24

ARTICLE 29 - JURY AND WITNESS DUTY..25

ARTICLE 30 - MATERNITY AND ADOPTION LEAVE.....25

ARTICLE 31 - LEAVE OF ABSENCE29

ARTICLE 32 - BENEFITS ALLOWANCE..29

ARTICLE 33 - GENERAL.....29

ARTICLE 34 - JOB SECURITY.....29

ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE..30

ARTICLE 36 - TEMPORARY EMPLOYMENT31

ARTICLE 37 - JOB POSTING..32

ARTICLE 38 - RETROACTIVITY..33

ARTICLE 39 - DURATION.....34

SCHEDULE "A"35

LETTER OF UNDERSTANDING..42

LETTER OF UNDERSTANDING..43

LETTER OF UNDERSTANDING45

LETTER OF UNDERSTANDING..47

LETTER OF UNDERSTANDING..48

LETTER OF UNDERSTANDING..50

LETTER OF UNDERSTANDING..52

COLLECTIVE AGREEMENT

BETWEEN:

ST. MARY'S GENERAL HOSPITAL, KITCHENER
(hereinafter referred to as "the Hospital")

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L. C.I.O., C.L.C.
(hereinafter referred to as "the Union")

PART-TIME SERVICE BARGAINING UNIT

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union through the Certificate dated the 19th day of February, 1974, as the exclusive bargaining agent of all employees of St. Mary's General Hospital at Kitchener regularly employed for not more than 24 hours per week and students employed during the school vacation period save and except, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, student radiology technicians, student medical laboratory technicians and all those persons covered by subsisting collective agreements.

2.02 Any non-registered Practical Nurse hired must complete requirements for Registered Practical Nurses of the College of Nurses of Ontario within eight (8) months of the date of employment.

ARTICLE 3 - RELATIONSHIP

3.01 (a) The Hospital and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee because of their membership or non-membership in the Union.

(b) The Hospital and the Union agree that in accordance with provisions of the Ontario Human Rights Code there will be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, place of residence, nationality, ancestry, handicap, place of origin, or sexual orientation.

3.02 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement.

3.03 The Hospital will supply the Union with a list of all supervisory personnel who may be involved in the administration of this Agreement. Sufficient copies will be available to the Union office.

Notification as to any changes will be made promptly to the Union Chairperson and the Union office.

3.04 The Union will supply to the Hospital the names and titles of all Stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

3.05 The Union Committee and the Hospital shall meet once each month at times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party containing an agenda of the subjects to be discussed.

3.06 The Union is recognized as the sole collective bargaining agent for all employees of the Bargaining Unit as defined herein and the Hospital undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 There shall be no strikes or lockouts so long as this agreement continues to operate.

4.02 The word “strike” and the word “lockout” shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all aspects, and without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Hospital patients and the public;
- (c) To make, alter and enforce rules and regulations to be observed by employees and to keep the Union informed prior to the making or altering of any written rules and regulations directly affecting employee working conditions;
- (d) To hire, classify, direct, transfer, discipline, suspend and discharge employees; to assign employees to shifts and to increase and decrease working forces, provided that a claim of discriminatory classification, transfer, discipline or suspension, or a claim by an employee that they have been discharged without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Hospital acknowledges the right of the Union to appoint or otherwise select from amongst employees, a Union Committee of four (4) members. The Hospital will recognize and meet with the Union Committee in accordance with the

Grievance Procedure and on any matter properly arising out of this Agreement, including negotiations for modification to or renewal of this Agreement.

It is agreed that the Chairperson of the full time section may be a member of the part time Committee in addition to those set out in this Clause.

6.02 The Union acknowledges that Committee Members have regular duties which must be performed on behalf of the Hospital and such employees will not leave their regular duties without first obtaining permission to do so from their Supervisor. Permission to leave their regular duties will not be unreasonably withheld by the affected Supervisor.

6.03 (a) Each member of the said Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to their attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.

(b) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 46 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

(c) Reimbursement will include that calculation made in respect to the in lieu portion of the pay.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the

immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with them when meeting with the immediate Supervisor to attempt to adjust their complaint.

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

Step No. 1

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

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Department Head (or their designate) who will deliver a decision in writing within five (5) calendar days of receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the Manager, Labour Relations (or designate) to be discussed at a meeting between the Manager, Labour Relations (or designate), the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Manager, -Labour Relations (or designate) shall give written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

7.04 **Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 3 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 8. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby by-passed except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

7.05 **Discharge Grievance**

A grievance involving the discharge of an employee, must be reduced to writing and originated under Step 2 within fourteen (14) calendar days of the employee being notified of their discharge. An employee may only be discharged for just cause, except that within 30 calendar days as and from the date of employment, an employee who has not completed their probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Hospital, but which action may be taken up as a grievance.

7.06 **Group Grievance**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

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

7.08 Where an employee is subject to discipline including a verbal warning, a suspension or discharge penalty, they shall be entitled upon their request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of their right to request such representation. 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 days.

7.09 Access to Personnel Files

An employee, upon written request to the Labour Relations Manager or their designate, shall have an opportunity to view information from their personnel file including, their application form, any formal disciplinary notations and evaluations and any incident reports retained in the file.

ARTICLE 8 -ARBITRATION

- 8.01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson,
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been carried through all the requisite steps of the grievance procedure.
- 8.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties hereto will bear the expense of the nominee appointed by it,

and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

ARTICLE 9 - DISCIPLINE

9.01 In any matters relating to disciplinary action being taken by the Hospital against an employee, it is agreed that only those derogatory notices or disciplinary actions taken within the one (1) year period previous to the date of the latest incident may be used in determining any penalty.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Employees shall be probationary employees until they have been continuously employed by the Hospital for a period of 337.5 hours worked. An employee who has not completed their probationary period may be terminated on the basis of a fair and proper assessment of their suitability of employment with the Employer within 30 calendar days as and from the date of employment, but which action may be taken up as a grievance. Subject to the foregoing, a probationary employee may only be discharged for just cause.

ARTICLE 11 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

11.01 The occupational classifications and wage rates are set out in 'Schedule "A" which is attached hereto and forms part of this Agreement. The wage rates in Schedule "A" of this Agreement are based on the wage rates listed in Schedule "A" of the Agreement between the Hospital and the Union for its full time Service Workers.

11.02 For the purpose of calculating any benefits under this Agreement to which an employee is entitled, the regular straight time hourly rate of pay is that prescribed in Schedule 'A' of this Collective Agreement.

11.03 Premium payments under any of the terms of this Agreement shall not be duplicated nor pyramided for the same hours worked.

11.04 An employee commencing work with the Hospital shall receive the wage rate as set out in Schedule "A" consistent with the employee's qualifications and ability as determined by the Hospital.

11.05 If an existing classification is changed or a new classification is created, the Hospital will provide the Union with such pertinent information as job title, work, wage rate. Such information will be provided to the Union as early as possible before the changed or new job is implemented.

At the request of the Union, a meeting will be arranged for the purpose of endeavoring to resolve any difference. If within one (1) week of such meeting (or such further period as mutually agreed), the difference is not resolved, the Union may within one (1) month thereafter make such difference the subject of a grievance which may proceed to arbitration without the requirement to proceed through the steps of the grievance procedure.

With respect to the difference regarding the wage rate of such new or changed job, the Board of Arbitration shall set a rate bearing an equitable relationship to classifications not in dispute in Schedule "A", effective as of the time the new or changed classification was implemented.

- 11.06 (a) An employee temporarily transferred by the Hospital to a higher job classification, within the Bargaining Unit, for a period of one (1) full shift or more will receive the next highest pay rate in the job classification to which the employee is transferred above their regular rate as provided in Schedule "A" for the time so transferred.
- (b) An employee who is promoted to a higher job classification, within the Bargaining Unit, shall receive no less an increase in wages than the equivalent of one (1) step on the wage scale of the employee's previous classification provided that it does not exceed the wage scale of the classification to which they have been promoted.

11:07 Seniority lists shall be prepared by the Hospital on September first of each year, The seniority lists will show the names and classifications of all employees and their respective dates of hiring, as well as their number of hours worked and will be posted on all Union Bulletin Boards in the Hospital with a copy supplied to each Union Committee Member and the Union Office.

ARTICLE 12 - TRANSFER OF SERVICE CREDITS

12.01 Where a full time employee transferred to the part time bargaining unit without loss of seniority and employment rights as stated in Article 13.01 the employee's date for purposes of placement on the part time seniority list will be their last date of hire by the Hospital.

12.02 A full time employee who transfers to the part time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the full time bargaining unit for the purpose of progression on the wage scale (provided that as a part time employee, the employee is entitled to progress along the wage scale) according to the formula:

1650 hours worked = one year of service.

12.03 A full time employee who transfers to the part time bargaining unit shall be given credit for service accumulated in the full time bargaining unit for the purpose of progression on the vacation pay scale (provided that as a part time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

ARTICLE 13 - LOSS OF SENIORITY AND EMPLOYMENT RIGHTS

13.01 An employee shall lose all service and seniority and shall be deemed to have terminated if they:

- (a) have been laid off for 24 months;
- (b) resigns;
- (c) are discharged and not reinstated through the grievance and arbitration procedure;
- (d) are retired;
- (e) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason for the absence;
- (f) has been laid off and fails to return to work within seven calendar days after the employee has been notified by the Employer through registered mail and/or certified mail addressed to their last address on the records of the Employer. It is the employee's responsibility to ensure that their home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.
- (g) are absent due to illness or disability for a period of 30 months from the time the disability or illness commenced;
- (h) fails to return to work upon the expiration of a leave of absence granted by the Employer without permission in writing from the Employer.

Article 13.01 shall be interpreted in a manner consistent with the Human Rights Code.

ARTICLE 14 - BULLETIN BOARDS

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

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The hours of work shall be as scheduled by the Hospital, but the Hospital does not guarantee to provide employment or work for normal hours or for any other hours.

15.02 All authorized work performed in excess of seven and one-half (7-1/2) hours per day or seventy five (75) hours in a two (2) week pay period exclusive of meal times shall be considered as overtime and shall be paid for at the rate of time and one-half (1-1/2) of the employee's basic straight time hourly rate except there shall be no pyramiding (once a worked hour has been used for an overtime calculation it cannot be used on any other basis of overtime calculation).

15.03 Scheduling - Where part time employees are used on a regular basis, the Hospital will endeavour to keep schedules for work posted four (4) weeks in advance. Employees are expected to inform the Hospital prior to the starting time of their shift if they are unable to report for their scheduled shift. Summer vacation schedules will be posted by May 1st and Christmas Schedules by November 15th.

Part Time Scheduling

Part time employees must be available as required by the Hospital to work twelve (12) months/year, less two (2) weeks vacation entitlement and their commitment will include the following conditions:

1. 2 shifts worked per week and every second weekend up to 6 shifts per pay period. (for this purpose a week is defined as being from Saturday to Friday);
2. will be scheduled off either the Christmas period (including Christmas Eve (from 1500 hours), Christmas Day and Boxing Day) or the New Year's

period (including New Years Eve (from 1500 hours) and New Years Day) as per department practice:

3. work a minimum of 5 recognized Holiday weekends during the year exclusive of Christmas and New Years;
4. Part Time employees must be available for shifts worked as per departmental hours.

Part Time employees will provide their manager or designate with their unavailability by 2400 hours on the Friday, four (4) weeks prior to the posting of the schedule setting out any period of unavailability during the scheduling period. An employee when submitting unavailability shall not be required to be available for more than one shift per day, nor does this preclude an employee from making themselves available for more than one shift per day. Employees will be deemed to be available for all shifts during the posting period if no unavailability is provided to the manager or designate. Part Time employees who limit their availability such that they cannot meet their commitment shall not be prescheduled.

Following the posting of the schedule, available shifts will be offered on the basis of seniority and availability on the nursing unit or service department, up to sixty (60) hours in a pay period.

For the distribution of available shifts, a shift offered and refused by an employee when available will be considered to be a shift worked for the purposes of distribution.

For clarification, a Part Time employee's commitment is not a guarantee of work and the Hospital does not guarantee to provide hours over any part of the schedule.

Requests for change of shift between employees within the same nursing unit or service department must be submitted, in writing, and on the form provided by the Hospital. The form must state the shifts to be exchanged, the date, and be signed by both employees before the manager or designate will consider the request. Requests for exchange of shifts will not be unreasonably denied. No shift can be given by an employee to another employee without approval of the manager or designate. Any shift given by one employee to another employee will be considered to be a shift worked for the purposes of distribution. There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premiums.

- 15.04 Except in emergencies, the Hospital shall notify employees at least two (2) hours prior to the starting time of their shift if they are to be cancelled from their scheduled shift.

- 15.05 For the shifts affected by the change from daylight savings time to standard time, and vice versa, the employee shall be paid for hours actually worked, In the Spring, the night shift shall receive one (1) hour less and in the Fall, an extra hour shall be paid at the applicable overtime rate.
- 15.06 Where an employee is called in to replace another employee's shift within the first hour of the shift and reports for work at the Hospital within the first hour of the shift, the employee shall be paid from the commencement of the shift.
- 15.07 Every hour worked between midnight Friday through to Midnight Sunday shall receive a \$.45 per hour premium and this is not pyramiding.
- 15.08 The Hospital may change shift arrangements as required to meet its needs. For purposes of clarification;
1. DAY SHIFT – is defined as a shift where the majority of hours scheduled fall between 0700 and 1500 hours
 2. EVENING SHIFT – is defined as a shift where the majority of hours scheduled fall between 1500 and 2300 hours.
 3. NIGHT SHIFT – is defined as a shift where the majority of hours scheduled fall between 2300 hours of one day to 0700 the following day.
 4. The first shift of the day is the night shift commencing the previous day.
 5. A shift beginning at 1100 hours and concluding at 1900 hours is considered to be an evening shift.
 6. 12-hour shifts are considered to be day and night shifts.

ARTICLE 16 - RESPONSIBILITY ALLOWANCE

- 16.01 When an employee relieves in a supervisory position for the majority of the seven and one-half hour shift or more on a continuous basis which has been authorized by the Hospital, they shall be paid 10% in excess of their prevailing wage rate for all hours so worked in such supervisory position.

ARTICLE 17 - PAY FOR EDUCATIONAL COURSES

- 17.01 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.

When authorized by the Hospital, time spent by an employee in attendance at short courses, workshops or seminars, held within, the Hospital, and directly related to the employee's employment at the Hospital, shall be remunerated at the employee's regular straight time rate.

Where an employee is required to attend authorized courses outside their regularly scheduled hours, they shall be paid at their regular straight-time rate of pay.

Time spent in attendance at the courses shall not be counted as "work" for the purpose of Section 15.02.

In-Service

- (a) Both the Hospital and the Union recognizes their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development, and the Hospital will endeavour to provide programs related to the requirement of the Hospital. Available programs will be published.
- (b) Where an employee is on-duty and authorized to attend any required in-service programs within the Hospital during their regularly scheduled hours, they shall suffer no loss of pay, but such time will not be considered as time worked for the purpose of calculating overtime entitlement.

ARTICLE 18 - OPERATING AND STAFF PLANNING

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

- (b) **Staff Planning Committee**

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

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

Where the implementation of any agreement reached by the Staff Planning Committee conflicts with the terms of the collective agreement, the Hospital and the Union may agree to waive the respective provision of the collective agreement,

NOTICE OF LAYOFF

Notice

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 Employer shall:

- i. Provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- ii. Provide to the affected employee(s), if any, no less than five (5) months written notice of layoff, or pay in lieu thereof.

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

REASSIGNMENT

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:

1. 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;
2. The reassignment of the employee does not result in the reduction of the employee's wage rate or hours of work (for a Part Time employee, these will be the typical hours for the position);
3. The job to which the employee is assigned is located at the employees original-work site;
4. The job to which the employee is reassigned has a usual shift assignment;
5. Where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order

of seniority provided no such selection causes or would cause a layoff or bumping.

Any vacancy to which an employee is reassigned pursuant to the above need not be posted.

SEVERANCE AND RETIREMENT OPTIONS

(a) Severance Payment

Within the lesser of thirty (30) calendar days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to any further notice and all recall rights as provided by the Collective Agreement.

Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 12 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.

Where an employee resigns later than 30 days after receiving notice pursuant to Article 12 that his or her position will be eliminated, he or she will 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) Retirement Allowance

Within thirty (30) calendar days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits their right to notice, recall, and their employment is terminated. Such employee will receive severance pay on the basis of the 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 employee's normal weekly earnings, An employee who chooses this option forfeits their right to notice, recall, and their employment is terminated. For part time, normal weekly salary will be calculated by dividing by 20, the employee's hours in the 20

week period immediately prior to the date of notification of the employee's intention to choose this option and multiplying by the employee's normal base rate of pay.

A part-time employee choosing this option will receive a lump sum payment (subject to deductions required by law) equal to \$1,000.00 for each year that the employee is less than 65 years of age to a maximum payment of \$5,000.00 (subject to deductions required by law)

The Hospital, at its discretion, may offer a part-time employee the above Retirement Allowance at any time. It is understood that accepting Retirement Allowance is voluntary on the part of the employee.

- (c) A part-time employee who has completed one year of service and
- (i) whose layoff is known to be permanent at the time of layoff;
 - (ii) who is laid off for 26 full weeks in any 52 week period and who has not elected to receive a severance payment under either (a) or (b) of this article;

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

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

LAYOFF AND RECALL

- (a) In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification; providing that the employee(s) who remain on the job have the ability to perform the work available.
- (b) An employee who is subject to layoff shall have the right to either
 - (i) accept the layoff; or

- (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of ~~the lower~~ or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the lay off procedure.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the lay off procedure.

- (c) An employee shall have the opportunity of recall from a layoff to a vacancy, in order of seniority provided he has the ability to perform the work before such vacancy is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacancy within six (6) months of being recalled.
- (f) No new employee shall be hired until all those subject to recall 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 seven (7) 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) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (j) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

ARTICLE 19 - REST PERIODS

19.01 Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7-1/2) hour shift.

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

ARTICLE 20 - HOLIDAYS

20.01 An employee who is required to work on any of the following Hospital holidays will receive pay at the rate of two and one-half times the employee's regular straight time hourly rate of pay for such work performed on such a holiday.

- | | |
|---------------------------|------------------|
| New Years Day | Civic Holiday |
| Second Monday of February | Labour Day |
| Good Friday | Thanksgiving Day |

Easter Monday
 Victoria Day
 Canada Day

Second Monday of November
 Christmas Day
 Boxing Day

20.02 An employee who is not required to work on any one of the above noted paid holidays shall receive payment equivalent to the hours, the employee would have worked multiplied by the employee's regular straight time hourly rate of pay provided the employee has satisfied the following conditions:

- (a) has worked at least eleven (11) normal shifts in the previous four week period (Note: for purposes of this Article, the work week is defined as Saturday through Friday inclusive).
- (b) work their normal scheduled shift preceding and their normal scheduled shift following the paid holiday unless the employee was absent due to illness or accident which commenced in the current or previous pay period in which the holiday occurred.

For a part time employee who works a regular routine of split shifts, the calculation for payment for the holiday will be the average number of hours worked per shift during the 4 week qualifying period in (a) above.

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

20.04 An employee who is absent on any of the holidays after being required to work forfeits all pay for that day unless the employee provides a reason for such absence which is reasonable.

ARTICLE 21 - REPORTING PAY

21.01 An employee who reports for work, not having been previously notified not to report to work, at their scheduled starting time shall be given employment at any work made available or pay in lieu thereof on the basis of fifty percent (50%) of the normal pay that would have been earned by them as determined by the Hospital to a maximum of four (4) hours pay at their normal rate.

This obligation shall not apply to the Hospital when an employee has failed to keep the Hospital informed of the telephone number or address to be used for

notification or where no work is available because of fire, power failure, or any condition beyond the reasonable control of the Hospital.

In addition, this obligation shall not apply to the Hospital when an employee fails to report for work as scheduled on the shift immediately prior to the shift for which they claim reporting pay and has failed to notify the Hospital of their intent to report for work on the shift for which they claim reporting pay.

ARTICLE 22 - UNIFORMS

22.01 Where the Hospital requires employees to wear uniforms, the Hospital will either supply and launder uniforms or provide a uniform allowance of 4.1 cents per hour paid. The required uniforms will meet the standards of the Hospital in relationship to style, texture, colour and number and will comply with the Hospital's standards of cleanliness and condition.

The Hospital will provide free laundry service. However, it will be the employee's responsibility to see that their uniforms are properly marked for identification purposes.

if an employee's uniform is irreparably damaged while they are working, the Hospital will replace the uniform free of charge. However, when the damage is the result of fair wear or caused by the carelessness or negligence on the part of the employee, the Hospital shall not be held liable for any replacement costs.

ARTICLE 23 - VACATION PAY

23.01 All part-time employees shall be paid vacation pay based on the following formula:
Effective for the 1991 vacation year:

Start of employment	4% of earnings
More than 1 yr. of continuous service	6% of earnings
More than 6 yrs. of continuous service	8% of earnings
More than 15 yrs. of continuous service	10% of earnings
More than 25 yrs. of continuous service	12% of earnings

In May of each year the Hospital will provide a statement to each part-time employees of their percentage vacation entitlement.

23:02 Provided the Hospital payroll system can produce a separate payment for vacation

without significant changes, the Hospital will issue a separate payment as a deposit for vacation during the first part of June of each year.

ARTICLE 24 - UNION SECURITY

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

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

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

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

24.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation period.

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

ARTICLE 25 -SUPERVISORS WORKING

25.01 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 an emergency when regular employees are not readily available.

25.02 All grievance arising from this Article shall be processed through the Chairperson of the Full Time Bargaining Unit Union Committee.

ARTICLE 26 - SHIFT BONUS

26.01 An employee will be paid a shift premium of 45 cents per hour for each hour worked when the majority of such hours worked fall between 1500 hours one day and 0700 hours the following day.

ARTICLE 27 - STANDBY PAY

27.01 An employee on standby will be paid at the rate of two dollars and ten cents (\$2.10) per hour for each hour on standby.

An employee, who is on standby and who is called in to work, will be paid at the rate of one and one-half (1 1/2) times their basic straight time rate of pay for the hours worked which are not part of the scheduled hours and in addition, the standby allowance per shift shall remain payable.

27.02 Transportation to and from the Hospital will be paid for by the Hospital when an employee on standby is called in to work. The minimum round trip payment will be four dollars (\$4.00).

ARTICLE 28 - BEREAVEMENT LEAVE

28.01 An employee will be granted a compassionate leave of absence of three days with pay upon application to the Hospital in the event of a death of a member of the

employee's immediate family. The three days with pay shall be the employee's first three regularly scheduled working days immediately following the death of a member of the employee's 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, step-parent or step-child. Step relationship is not to extend beyond parent and child. Spouse shall include a common law relationship of opposite or same-sex partners.

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ARTICLE 29 - JURY AND WITNESS DUTY

29.01 Leave of absence shall be granted to an employee scheduled for duty and who is empanelled to serve on a jury or subpoenaed as a witness in a Hospital related case and the difference between jury pay or witness pay and the employee's regular pay will be made by the Hospital upon verification of the actual jury duty or witness duty compensation which has been allowed, and provided the employee promptly advises their supervisor after receiving the notice of a call to serve, and provided the employee reports the notice of a call to serve, and provided the employee reports for work at every opportunity during the period and after they serve on such jury panel or as a witness.

ARTICLE 30 - MATERNITY AND ADOPTION LEAVE

30:01 Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137 except where amended in this provision.
- (b) A pregnant employee who has been employed continuously for thirteen (13) weeks before the expected date of birth is entitled to an unpaid maternity leave.
- (c) (i) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave of her request for leave. She shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery at the time the above notification is given.

- (ii) The pregnancy leave of an employee who is entitled to take parental leave pursuant to Article 30.02 ends seventeen weeks after the pregnancy leave began.
- (iii) The pregnancy leave of an employee who is not entitled to take parental leave pursuant to Article 30.02 ends seventeen weeks after the pregnancy leave began or six weeks after the pregnancy ended, whichever is later.

An employee's pregnancy leave may end on a date earlier than that specified in 30.01(c) (ii) or (iii) where the employee is fit to return to work and she provides the employer with at least four (4) weeks notice of that earlier date.

- (d) An employee may stop work because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that occurs prior to the expected date of birth. When an employee does stop work, she must, within two weeks of stopping work, provide the Hospital with written notice of the day the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner that either states that the associate is unable to perform duties because of complications caused by her pregnancy and states the expected birth date or in any other case states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- (e) An employee shall confirm her intention to return to work at least two (2) weeks in advance of the date that she intends to return. This employee shall be reinstated to her former position, if available, or given a comparable position at her rate of pay at the time she commenced her maternity leave or at the rate of pay that she would be entitled to receive had she worked through the leave, whichever is greater. An employee will continue to accrue seniority while she is on maternity leave.
- (f) If the Hospital's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Hospital shall reinstate the employee when the operations resume in accordance with the Hospital's seniority system as set out in this agreement.
- (g) The supplemental unemployment benefit plan provided for in this article shall only be available to employees who have completed ten (10) continuous and uninterrupted months of service or are in receipt of Employment Insurance benefits with the Hospital. Effective upon confirmation by the Employment Insurance Commission of the Hospitals

Supplemental Unemployment Benefit (SUB) Plan, an employee who commences maternity leave as provided under this agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, R.S.C. 1997, c. U-1 as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (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 (2) 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 Hospital will pay the employee ninety-three (93%) percent of her regular weekly earnings during the first two-week period of the leave while waiting to receive Employment Insurance Benefits. 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.

- (h) Employees have no vested right to payments under this Article except to payments during a period of unemployment specified in this Article.
- (i) Payments 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 this Article.
- (j) Payments received under the SUB Plan will not be considered earnings for purposes of determining entitlement of Employment Insurance benefits.

30:02 **Adoption Leave/Parental Leave**

- (a) A parent is defined as a natural parent of a child, a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) An employee who has been employed continuously for at least thirteen weeks is entitled to an unpaid leave of absence of eighteen (18) weeks duration or a shorter period as the employee may request following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time.

- (c) Parental leave may not commence more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave under Article 30.01 (a) must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (d) The parent must give the Hospital at least two weeks notice of the date the leave is to begin unless the child comes into the care of the parent earlier than expected in which case the leave commences on the last day that the employee worked. Notice is required to be provided to the Hospital within two weeks after the employee stops working that the employee wishes to take leave.
- (e)
 - (i) An employee may change the date to begin a parental leave to an earlier date if the employee provides the Hospital with at least two weeks written notice before the earlier date.
 - (ii) An employee may change the date to begin a parental leave to a later date if the employee provides the Hospital with at least two weeks written notice prior to the original date for the parental leave.
 - (iii) An employee who has given notice to the Hospital of the date that the leave is to end may change that date to an earlier date provided they give the Hospital four weeks written notice prior to the earlier date.
 - (iv) An employee who has given notice to the Hospital of the date that the leave is to end may change that date to a later date provided they give the Hospital four weeks written notice prior to the original date that the leave was to end.
- (f) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Hospital at least four (4) weeks notice of that day. An employee who does not return from parental leave as provided for above shall be terminated as of the date that the leave ends.
- (g) Article 30.01 (e) respecting the reemployment of an employee following a maternity leave shall apply, mutatis mutandis, to employees following a parental leave.
- (h) The provisions of Article 30.01 (g), (h), (i), and (j) shall not apply to adoption/parental leave.

ARTICLE 31 - LEAVE OF ABSENCE

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

ARTICLE 32 - BENEFITS ALLOWANCE

32.01 Employees covered by this Collective Agreement will receive in lieu of all health and welfare benefits and income protection plans, a cents per hour payment amount to twelve (12%) percent of their regular straight time hourly rate in addition to their regular straight time rate for each hour worked at regular pay.

ARTICLE 33 - GENERAL

33.01 In cases of promotion, demotion, transfer, layoff and recall, an employee's seniority will be given preference provided the senior employee has the necessary qualifications and ability to perform the work available. An employee who successfully posts to a job posting need not be considered for a further job posting for a period of six (6) months from such date of transfer.

33.02 The delegation of nursing skills within the scope of practice of the RPN's shall be in accordance with guidelines established by the College of Nurses of Ontario and any approved Hospital policy.

ARTICLE 34 -JOB SECURITY

34.01 The Hospital shall not contract out -work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees other than casual employees follows. The contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, 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 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.

34.02 The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to a lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

35.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

35.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

35.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

35.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

35.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

35.06 Any representative appointed or selected in accordance with 35.02 hereof shall serve for a term of one (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 Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

35.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 36 -TEMPORARY EMPLOYMENT

36.01 Where a full time bargaining unit employee is absent from work for any reason, including maternity/adoption leave and Workplace Safety and Insurance Board compensation, the Hospital may arrange that part time bargaining unit employee(s) work as full time bargaining unit relief for the duration of the absence, for up to six months, in which case, the part time bargaining unit employee(s) will continue to be covered under the terms of the part time bargaining unit Collective Agreement, Employees wishing to work on a temporary full time basis will file a written request with the Personnel Department. The Temporary assignment will be filled from these requests.

The terms of six (6) months may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital.

In the event no part time bargaining unit employee(s) requests such temporary employment or can fulfill the normal requirements of such temporary employment, the Hospital may hire from outside the Hospital.

The period of employment of such persons hired from outside the Hospital will not exceed the absent employee's time away from work and the release or discharge of such persons shall not be the subject of a grievance or arbitration.

Such persons may use the job posting provision under the Collective Agreement and any successful applicant who has completed the probationary period will be credited with the appropriate seniority. Such employee cannot however, use their seniority under Article 29 - Job Posting of the full time bargaining unit Collective Agreement. The Hospital will outline to such employees selected to fill such temporary employment and the Union, the circumstances giving rise to the temporary employment and the Hospital, employee and the Union Committee Chairperson will sign a Letter of Understanding setting out the special conditions relating to such employment.

ARTICLE 37 -JOB POSTING

- 37.01 The Hospital shall post all vacancies with the exception of temporary vacancies within the bargaining unit on the job posting board for a period of seven (7) consecutive days unless in the Hospital's judgement an emergency exists that does not allow sufficient time for this procedure to be followed, then the position will be temporarily filled until the job posting procedure is followed. Vacancies created by the filling of the initial vacancy within the bargaining unit shall be posted for a period of seven (7) consecutive days. Employees, from the full time and part time bargaining units, shall have the right to bid on such vacancies or new jobs. In the event there is more than one applicant with acceptable qualifications and ability for such position then seniority shall govern. For purposes of comparing seniority at time of job posting, where there are both full time and part time employees applying for the vacancy, the part time employee's seniority shall be calculated by dividing their seniority hours by 1650 and calculating a date for purposes of the posting. A full time employee's seniority shall be their seniority date.
- 37.02 An employee who successfully posts to a job posting need not be considered for a further job posting for a period of six (6) months from such date of transfer.
- 37.03 Unsuccessful applicants may request an explanation of the reason for non-acceptance for a posted job vacancy.
- 37.04 Copies of all job postings will be given to the Chairperson.
- 37.05 Once successful through the posting procedure, employees transferring to another classification within the bargaining unit, shall be subject to a period of familiarization in their new duties of thirty-five (35) working days. If such employee wishes to return to their former position or fails to satisfactorily complete this period, or is unable to perform the work, they shall be returned to their previous position and wage rate.
- 37.06 Members of the bargaining unit may make a written request for transfer on a form provided by the Hospital. A request for transfer shall become active as of the date it is received by the department and shall remain until December 31st following. Such requests will be considered as applicants for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- 37.07 In order for an applicant to be guaranteed consideration, it must be received and receipted by a member of the Human Resources Department within the posting period. Other methods of delivery used by an applicant are done so at the applicant's own risk.

- 37.08 All job postings will include the classification and department for the position offered. The name of the successful applicant will be posted on the bulletin board after they have confirmed acceptance to the position.
- 37.09 An employee who has accepted for a position outside the bargaining unit shall retain any seniority to the date of such placement for a period of one (1) year. If within that period the employee returns to the bargaining unit after the Hospital has complied with the job posting and recall from lay off provisions of the Agreement, the employee shall be credited with the retained seniority and shall resume accumulation from the date of return.

ARTICLE 38 - RETROACTIVITY

38.01 The wage increase shall be effective as of the dates provided in Schedule "A" on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees who have been hired since April 1, 1998 shall be entitled to a pro-rata adjustment of their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union), at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Such employee will have a period of sixty (60) days after the mailing of the notice in which to claim such adjustments, but not thereafter.

For all eligible hours worked from April 1, 1998 to March 31, 1999 retroactivity equivalent to the one percent (1%) adjustment will be calculated.

In addition to the above, an additional one percent (1%) equivalent to amount calculated above will be paid.

For all eligible hours worked from April 1, 1999 to the date of ratification (March 7th, 1999) retroactivity equivalent to the one percent (1%) adjustment will be calculated.

The retroactive payment shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification (March 7th, 2000).

All other adjustments shall be effective as of the date of ratification (March 7th, 2000).

ARTICLE 39 - DURATION

39.01 This Agreement shall continue in effect until and including March 31, 2000 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement,

39.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of 90 days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE D 9TH Y O F MAY, 2000.

SIGNED ON BEHALF OF:

THE HOSPITAL

Should be
J. Bowman
Bob Pellis

THE UNION

[Signature]
Larkin Miller
Shirley Vanduck

SCHEDULE "A"

OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
Nursing R.P.N.					
06/30/97	16.72	16.79	16.84	17.03	17.25
07/01/97	16.89	16.96	17.01	17.20	17.42
03/31/98	17.06	17.13	17.18	17.37	17.59
04/01/98	17.23	17.30	17.35	17.54	17.77
04/01/99	17.40	17.47	17.52	17.72	17.95
R.P.N. - O.R. Technician					
06/30/97	16.84	16.95	17.02	17.20	17.41
07/01/97	17.01	17.12	17.19	17.37	17.58
03/31/98	17.18	17.29	17.36	17.54	17.76
04/01/98	17.35	17.46	17.53	17.72	17.94
04/01/99	17.52	17.63	17.71	17.90	18.12
Practical Nurse (Non-Reg.)					
07/01/97	15.75	15.83	15.88	16.06	16.28
03/31/98	15.91	15.99	16.04	16.22	16.44
04/01/98	16.07	16.15	16.20	16.38	16.60
04/01/99	16.23	16.31	16.36	16.54	16.77
Medical Attendant (Trained)					
07/01/97	14.76	14.85	14.91	15.10	15.30
03/31/98	14.91	15.00	15.06	15.25	15.45
04/01/98	15.06	16.15	15.21	15.40	15.60
04/01/99	15.21	15.30	15.36	15.55	15.76
Nursing-Porter					
07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
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Instrument Attendant

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Supply Assistant 1

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Supply Assistant II

07/01/97	14.24	14.33	14.43	14.56	14.70
03/31/98	14.38	14.47	14.57	14.71	14.85
04/01/98	14.52	14.61	14.72	14.86	15.00
04/01/99	14.67	14.76	14.97	15.01	15.15

Sorter-Folder

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

A i d e

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Porter

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
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Gafeteria Assistant

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Clerk

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Cook

07/01/97	15.64	15.72	15.81	15.95	16.07
03/31/98	15.80	15.88	15.97	16.11	16.23
04/01/98	15.96	16.04	16.13	16.27	16.39
04/01/99	16.12	16.20	16.29	16.43	16.55

Second Cook-Cook Baker

07/01/97	14.32	14.41	14.50	14.66	14.77
03/31/98	14.46	14.55	14.65	14.81	14.92
04/01/98	14.60	14.70	14.80	14.96	15.07
04/01/99	14.75	14.85	14.90	15.11	15.22

Head Cleaner

07/01/97	14.40	14.47	14.51	14.68	14.80
03/31/98	14.54	14.61	14.66	14.83	14.95
04/01/98	14.69	14.76	14.81	14.98	15.10
04/01/99	14.84	14.91	14.96	15.13	15.25

Head Aide

07/01/97	13.87	13.94	13.98	14.18	14.29
03/31/98	14.01	14.08	14.12	14.32	14.43
04/01/98	14.15	14.22	14.26	14.46	14.57
04/01/99	14.29	14.36	14.40	14.60	14.72

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
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Cleaner

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

ESP Environmental Support Person

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Morgue Attendant

07/01/97	14.76	14.85	14.91	15.10	15.30
03/31/98	14.91	15.00	15.06	15.25	15.45
04/01/98	15.06	15.15	15.21	15.40	15.60
04/01/99	15.21	15.30	15.36	15.55	15.76

Carpenter

07/01/97	16.24	16.30	16.37	16.56	16.74
03/31/98	16.40	16.46	16.53	16.73	16.91
04/01/98	16.56	16.62	16.70	16.90	17.08
04/01/99	16.73	16.79	16.87	17.07	17.25

Maintenance "B" including Painter

07/01/97	16.18	16.26	16.32	16.47	16.59
03/31/98	16.34	16.42	16.48	16.63	16.76
04/01/98	16.50	16.58	16.64	16.80	16.93
04/01/99	16.67	16.75	16.81	16.97	17.10

Helper

07/01/97	15.18	15.22	15.31	15.46	15.62
03/31/98	15.33	15.37	15.46	15.61	15.78
04/01/98	15.48	15.52	15.61	15.77	15.94
04/01/99	15.63	15.68	15.77	15.93	16.10

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
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Stock Clerk

07/01/97	14.27	14.31	14.41	14.55	14.70
03/31/98	14.41	14.45	14.55	14.70	14.85
04/01/98	14.55	14.59	14.70	14.85	15.00
04/01/99	14.70	14.74	14.85	15.00	15.15

Rehab. Aide

07/01/97	14.14	14.48	14.55	14.73	14.94
03/31/98	14.28	14.62	14.70	14.88	15.09
04/01/98	14.42	14.77	14.85	15.03	15.24
04/01/99	14.56	14.92	15.00	15.18	15.39

Print Shop Operator

07/01/97	14.14	14.48	14.55	14.73	14.94
03/31/98	14.28	14.62	14.70	14.88	15.09
04/01/98	14.42	14.77	14.85	15.03	15.24
04/01/99	14.56	14.92	15.00	15.18	15.39

Stockkeeper

07/01/97	15.33	15.44	15.55	15.60	15.79
03/31/98	15.48	15.59	15.71	15.76	15.95
04/01/98	15.63	15.75	15.87	15.92	16.11
04/01/99	15.79	15.91	16.03	16.08	16.27

Stores Clerk

07/01/97	14.59	14.68	14.74	14.91	15.03
03/31/98	14.74	14.83	14.89	15.06	15.18
04/01/98	14.89	14.98	15.04	15.21	15.33
04/01/99	15.04	15.13	15.19	15.36	15.48

Shipper & Receiver

07/01/97	14.59	14.68	14.74	14.91	15.03
03/31/98	14.74	14.83	14.89	15.06	15.18
04/01/98	14.89	14.98	15.04	15.21	15.33
04/01/99	15.04	15.13	15.19	15.36	15.48

<u>CLASSIFICATION</u>	<u>START</u>	<u>825 HRS</u>	<u>1650 HRS</u>	<u>3300 HRS</u>	<u>4950 HRS</u>
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Central Porter

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Fracture Room Attendant

07/01/97	15.53	15.62	15.71	15.87	16.08
03/31/98	15.69	15.78	15.87	16.03	16.24
04/01/98	15.85	15.94	16.03	16.19	16.40
04/01/99	16.01	16.10	16.19	16.35	16.56

Aide 1

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Darkroom Technician

07/01/97	14.16	14.25	14.31	14.47	14.58
03/31/98	14.30	14.39	14.45	14.61	14.73
04/01/98	14.44	14.53	14.59	14.76	14.88
04/01/99	14.58	14.68	14.74	14.91	15.03

Electrician

07/01/97	18.23
03/31/98	18.41
04/01/98	18.59
04/01/99	18.78

Maintenance "A"

07/01/97	17.26
03/31/98	17.43
04/01/98	17.60
04/01/99	17.78

CLASSIFICATION START 825 HRS 1650 HRS 3300 I-IRS 4950 HRS

Plumber

07/01/97	18.23
03/31/98	18.41
04/01/98	18.59
04/01/99	18.78

Lead Hand (C.S.R.)

07/01/97	15.53	15.62	15.71	15.87	16.08
03/31/98	15.69	15.78	15.87	16.03	16.24
04/01/98	15.85	15.94	16.03	16.19	16.40
04/01/99	16.01	16.10	16.19	16.35	16.56

LETTER OF UNDERSTANDING

BETWEEN:

ST. MARY'S GENERAL HOSPITAL, KITCHENER

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 220, A.F.L., C.I.O., C.L.C.

RE: PAYMENT FOR CPR COURSE FOR PORTERS

During negotiations the issue of payment for the CPR course for porters was discussed.

The Hospital agrees to continue the present practice of providing for, or paying the course cost of, a course for certification or re-certification for those parties who are required to have completed CPR training. In all cases the course to be taken must be approved by the Hospital.

DATED AT KITCHENER, ONTARIO THIS 9TH Y O F MAY, 2000.

THE HOSPITAL

THE UNION

[Signature]
J.J. Borman
Bob Robbins

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

ST. MARY'S GENERAL
HOSPITAL, **KITCHENER**

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.

RE: EXTENDED TOURS AND HYBRID SCHEDULES

1. Extended tours and hybrid schedule (combination of 7.5 hour and 11.25 hour tours) shall be introduced on any unit when:
 - a) sixty-five percent (65%) of the employees on the unit so indicated by secret ballot;
 - b) each member will have one vote;
 - c) will have a six (6) month trial period before another vote is taken; and
 - d) voting on extended tours may occur once every six (6) months if the unit so desires to implement extended tours.

2. Extended tours and hybrid schedule may be discontinued on any unit when:
 - a) sixty-five percent (65%) of the employees on the unit so indicated by secret ballot;
 - b) the hospital may disapprove extended hour schedules:
 - (i) if it adversely affects patient care;
 - (ii) is unable to provide workable staff schedules; and
 - (iii) schedules prove financially unacceptable.

3. For employees on extended tours the forty-five (45) day probationary period shall be expressed in hours (i.e. $45 \times 7.7 = 337.50$ hours) or thirty (30) days for extended tours.

4. Employees working extended tours will be governed by the following:

Hours of work	12 hours
Hours paid	11.25 hours
Overtime	Paid at 1½ times regular rate after 11.25 hours par shift
Lunch and rest periods	45 minutes paid 45 minutes unpaid
First shift of the day	Nights
Shift premium	as per the Collective Agreement
Statutory Holidays	<p><u>Full-time statutory worked:</u> 11.25 hours at 1½ times regular rate plus 7.5 hours lieu day at regular rate</p> <p><u>Part-time statutory worked:</u> 11.25 hours at 2½ times regular rate</p> <p><u>Full-time statutory not worked:</u> 7.5 hours at regular rate</p> <p><u>Part-time statutory not worked:</u> as per the Collective Agreement</p>
Sick time	Pro-rated on an hourly basis - 562.2 hours
Vacation	Pro-rated on an hourly basis (e.g. 3 weeks vacation = 112.5 hours = extended tours)

5. Shall not be required to work more than three (3) consecutive extended tours without days off. If required to work more than three (3) consecutive tours, the Hospital will pay premium payment in accordance with Article 17:05 of the Collective Agreement for every consecutive day worked, following the third consecutive day worked.

DATED AT KITCHENER, ONTARIO THIS. 9TH DAY OF MAY, 2000.

THE HOSPITAL

[Signature]
J. Borman
Bob Robbins

THE UNION

[Signature]
Harold Hillwig
Shirley Vanducil

LETTER OF UNDERSTANDING

BETWEEN:

**ST. MARY'S GENERAL
HOSPITAL, KITCHENER**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

RE: Job Sharing for Registered Practical Nurses

1. Job sharing is defined as an arrangement whereby two RPNs share the hours of work of what would otherwise be one full-time position.
2. The RPNs involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part Time Collective Agreement.
3. The total number of job shared positions Hospital wide will be up to a maximum of ten (10) positions with a maximum of 3 positions on any single nursing unit. This number may be increased or decreased with the consent of the Union and the Hospital.
4. Where the arrangement arises because of the desire of an incumbent full-time nurse to share her position, she may simply choose to do so without having her half of the job posted. However, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
5. If one of the job sharers leaves the arrangement, her position will be posted. If there is not a successful applicant to the position, the shared position must revert to a full-time position. The remaining RPN will have the option of continuing in the original full-time position. If she does not choose to fill the position, as a full-time employee, the position shall be posted.

SCHEDULING

1. Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position, such schedule shall conform to the scheduling provisions of the Full Time Collective Agreement.
2. Total hours scheduled by the job sharers shall equal one full-time position, Job sharers will have the option of determining between themselves which portion of

Employer: _____

Union: _____

the rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule had been posted must conform to the department policy or practice.

COVERAGE

It is expected that both job sharers will cover each other's incidental absences. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

DISCONTINUANCE

The Hospital may discontinue individual job sharing positions for valid reasons with sixty (60) day's notice to the job-sharing employees. Prior to the discontinuance of individual job shared positions, problems will be discussed with the Negotiating Committee.

DATED AT KITCHENER, ONTARIO THIS 9TH DAY OF MAY, 2000.

THE HOSPITAL

THE UNION

David Be...

D. J. Borman

Bob Bell

[Signature]

Aileen Hilling

Shirley Vanduck

LETTER OF UNDERSTANDING

BETWEEN:

**ST. MARY'S GENERAL
HOSPITAL, KITCHENER**

-and-

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

RE: Replacing Registered Practical Nurses

When it is necessary to replace a RPN it should be done RPN for RPN on the unit, for the most part, on the following basis:

1. Offer to part time first, on the unit, not working.
2. Access to Meditech Library (RPN Availability) ONLY EXCEPTION.
3. Offer overtime to full-time on the unit not working, by seniority.
4. Offer overtime to full-time working on the unit, by seniority.
5. Offer overtime to part-time working on the unit, by seniority.
6. Order in the most junior part-time on' the unit who can be contacted.

Part-time RPNs are requested to declare their availability for unscheduled tours under the Meditech Library (RPN Availability) to help alleviate the continuing problems the Hospital is having in filling unscheduled tours. Should this process fail, the Hospital will have no choice but to hire additional' part-time RPNs that will result in the overall reduction of hours available for part-time staff.

DATED AT KITCHENER, ONTARIO THIS 9TH DAY OF MAY, 2000.

THE HOSPITAL

THE UNION

Sheld Be

J. J. Borman

Bob Robbins

Mike H

Hayden Hilling

Shirley Vanduck

LETTER OF UNDERSTANDING

BETWEEN:

**ST. MARY'S GENERAL
HOSPITAL, KITCHENER**

-and-

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

RE: Initiating Short Term Layoffs

1. Cancellations are deemed to be a layoff.
2. When canceling, employees must be allowed to exercise their bumping rights if they are unwilling to take voluntary lay-off, unpaid leave or vacation.
3. Short-term layoffs being initiated should affect part-time employees prior to effecting full-time employees, however, part-time employees should not be laid off and then their position filled with a full time employee. The only exemption to this would be where a part-time employee is doing temporary full-time in which case the full-time employee being affected would displace the part-time employee.
4. Short-term layoffs are to be done on a full-time to full-time, part-time to part-time basis and a shift to shift basis.
5. On short-term layoffs an employee can only bump an employee in a position where they are deemed to be able to perform the duties of the lower or identical classification.
6. Where a twelve-hour employee bumps the most junior employee and such employee is scheduled for eight hours, and then they will work eight hours and are not entitled to a further bump to guarantee twelve hours.
7. An employee who reports for work, not having been previously notified not to report to work, at their scheduled starting time shall be given employment at any work made available or pay in lieu thereof on the basis of fifty percent (50%) of the normal pay that would have been earned by them as determined by the Hospital to a maximum of four (4) hours pay at their normal rate. The Hospital does not consider this a layoff therefore employees who fall into this category do not have the right to bump.

- 8. When a need arises and there are employees on short-term layoff, then those employees must be given the opportunity to pick up these needs on a full-time to full-time and a part-time to part-time basis.

DATED AT KITCHENER, ONTARIO THIS 20TH DAY OF MAY

THE HOSPITAL

[Signature]
J. Bosman
Bob Pabis

THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

**ST. MARY'S GENERAL
HOSPITAL, KITCHENER**

-and-

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

RE: Short-term Bumping

For the purpose of short-term bumping due to day to day cancellations, the following defines a day, evening and night shift as well as the procedure to be followed when an employee requests to bump.

DAY SHIFT – is defined as a shift where the majority of hours scheduled fall before 1500 hours.

EVENING SHIFT – is defined as a shift where the majority of hours scheduled fall between 1500 and 2300 hours.

NIGHT SHIFT – is defined as a shift where the majority of hours scheduled fall between 2300 hours of one day to 0730 the following day.

A SHIFT BEGINNING AT **1100** HOURS AND CONCLUDING AT **1900** HOURS is considered to tie an evening shift.

12-HOUR SHIFTS are considered to be day and night shifts.

When bumping, an employee must bump the most junior person scheduled to work within the shift that they were cancelled from as defined above and within their job classification whose duties they are deemed qualified to perform but not necessary having the same start time or the same number of hours.

Changes in schedules resulting from cancellations and subsequent bumping will not result in premium pay.

The parties agree that the terms and procedures as set out above are in no way meant to prejudice the terms and conditions of the current Collective Agreement.

DATED AT KITCHENER, ONTARIO THIS 9TH DAY OF MAY, 2000.

THE HOSPITAL

THE UNION

[Signature]
J. Bourne
Bob Phillips

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

ST. MARY'S GENERAL
HOSPITAL, KITCHENER

-and-

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SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.

RE: Layoff Rights - RPNs

The parties agree that full-time RPNs in receipt of layoff notice who take part-time RPN vacancies will not relinquish their rights to recall under the Full Time Collective Agreement.

DATED AT KITCHENER, ONTARIO THIS 9TH DAY OF , 20MAY

THE HOSPITAL

THE UNION,

Sheld Ban
J.T. Boorman
Bob Pollock

[Signature]
Alex Hilling
Shirley Vanduck