

COLLECTIVE AGREEMENT

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

(hereinafter called the "Hospital")

- and -

S.E.I.U., LOCAL 220

(hereinafter called the "Union")

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

EXPIRY: MARCH 31, 2000

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ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

ARTICLE 2 - SCOPE & RECOGNITION

2:01 The Hospital recognizes the Union as the exclusive bargaining agent of all its employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff. It is agreed that persons employed on a part time basis and who temporarily work as full time relief will be covered under the terms of this agreement. Temporary shall be defined as not exceeding a continuous period of twenty-four (24) weeks in a calendar year.

ARTICLE 3 - RELATIONSHIP

3:01 The Hospital and the Union agree there will be no discrimination against any employee because of race, colour, sex, sexual orientation, marital status, age, religion, national extraction, social origin, or political belief.

3:02 For the purpose of this Agreement, the Hospital shall keep the Union advised in writing of the names of its Department Managers and Supervisors but excludes listing short term relief Managers or Supervisors.

3:03 Employees shall notify the Hospital of any change of address either by registered mail or in person at the Human Resources Office.

3:04 Any non-registered Practical Nurse hired after April 1, 1980, must complete the registration requirements for Registered Practical Nurses of the College of Nurses of Ontario within twelve (12) months of employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 The Union recognizes the right of the Hospital to hire, promote, demote, transfer, lay-off, or, for just cause, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

4:02 The Union further recognizes the right of the Hospital to promote and manage the Hospital in all respects and to maintain order and efficiency therein subject always to the terms of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 6 - UNION SECURITY

6:01 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 (1st) regular deduction date following completion of thirty (30) calendar days of employment.

- c) Union dues will be deducted from the employee's pay on a bi-weekly basis in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the tenth (10th) day 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 date of hire of those employees hired in the preceding month.
- 6:02 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.
- 6:03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so affected and remitted.
- 6:04 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. If there is a group of three (3) or more employees, the time will be increased to twenty (20) minutes. 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 program.
- 6:05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 7 - ACCESS TO PERSONNEL FILE

- 7:01 An employee shall upon written request made a reasonable time before the time of viewing, have an opportunity to view their personnel file in the presence of the Director of Human Resources or their designate. The information the employee may review will be:
- a) application form;
 - b) written evaluations;
 - c) formal disciplinary notations;
 - d) incident reports.
- 7:02 The record of an employee shall not be used against him or her at anytime after eighteen (18) months following any disciplinary action.

ARTICLE 8 - UNION REPRESENTATION & COMMITTEES

- 8:01 The Union may appoint or elect from amongst employees, a Union Committee of three (3) members, these three (3) persons only would also act as stewards. The Hospital will recognize and deal with the Union Committee on grievances and on any matters properly arising out of this Agreement including contract negotiations.
- 8:02 An employee shall not be eligible to be appointed to serve as a Committee Member until the employee has successfully completed the probationary period and has established seniority as defined herein.
- 8:03 In accordance with this understanding it is agreed that:
- (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 45 of the Labour Relations Act with

representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

8:04 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement or as specifically agreed to in writing by the Hospital.

8:05 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.

8:06 **Occupational Health and Safety Committee**

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness.
- (b) 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.
- (c) Such Committee shall identify potential danger 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) Meetings shall be held every second (2nd) 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.
- (e) Any representative appointed or selected in accordance with this article 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.
- (f) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practises.

8:07 **Union-Management Committee**

The Union Committee and the Management of the Hospital may meet each month at times mutually agreed upon provided there is business for their joint consideration. A request for a meeting shall be indicated by a letter from either party to the other containing an agenda of the subjects to be discussed. At any such meeting one (1) Union Representative or International Representative of the Union may be present.

8:08 **H.S.T.A.P. Committee**

One representative from the service unit will represent both the full-time and part-time units on this committee.

8:09 **Fiscal Advisory Committee**

It is recognized that the Board of Directors invited one Union Representative to join this Committee effective October 1992 to represent both the full-time and part-time units.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

9:01 **Grievance Procedure**

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.

9:02 Grievances may be presented or adjusted during working hours provided that no steward or member of the Union Committee shall leave their job to service a grievance or attend a meeting with the Management of the Hospital unless they have first obtained permission from their immediate supervisor (which permission shall not be unreasonably withheld) and upon returning to their job, they shall report to their immediate supervisor. A steward presenting a grievance during their regular scheduled working hours shall receive their regular pay.

9:03 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 supervisor. Any employee is entitled, upon request, to have a Union steward present when meeting with the supervisor to adjust their complaint.

9:04 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 Unit or Department Manager. 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 Unit or Department Manager will deliver their decision in writing within 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 Director, Human Resources (or their designate), who will deliver a decision in writing within five (5) calendar days of their 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 Administrator (or their designate) to be discussed at a meeting between the Administrator (or their 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 Administrator (or their designate) shall give their 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 No. 3 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

9:05 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 9. 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 himself institute and the regular grievance procedure shall not be thereby bypassed, 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 or the issue resulting from the complaint.

9:06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of their discharge.

Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

9:07 Group Grievance

Where two (2) or more employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one (1) grievance subject to all applicable provisions under the grievance procedure.

9:08 All agreements reached under the grievance procedure between the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

9:09 At the time formal discipline is imposed or at any stage of the grievance procedure, the employee shall have the right to the presence of his/her steward or committee member. 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.

9:10 Should any supervisor of the Hospital take disciplinary action against an employee, such action shall only be taken into account with respect to any future disciplining of such employee if a notice specifying the conduct complained of is delivered to the employee within a week of the original disciplinary action having been taken. Disciplinary action herein shall include a warning. Notice shall be given by delivering a written notice personally or mailing such a notice to the employee by prepaid registered post addressed to the employee at the address shown upon the payroll records of the Hospital.

Copies of all disciplinary action letters shall be delivered to the Chairperson at the same time as delivered to the employee concerned.

9:11 Arbitration Procedure

If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before 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 the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman 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 Chairman.

9:12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9:13 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

9:14 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.

- 9:15 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.
- 9:16 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.
- 9:17 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

ARTICLE 10 - SENIORITY

- 10:01 Seniority shall be based on the number of hours worked since date of hire, based on Hospital records. The Hospital shall post and supply seniority lists twice annually. If the position of an employee on the seniority list is not challenged within thirty (30) days from the date of posting, such list shall be final and binding and not subject to complaint.
- 10:02 The principle of seniority shall be applied on a bargaining unit basis on layoff, on recalls after layoff, reduction of hours, on transfers, on demotions and on promotions within the bargaining unit.
- 10:03 It is agreed that for the purposes of Articles 10:01 and 10:04 the departments shall be as follows:
- | | |
|------------------------|---------------------------|
| Nursing | Nutrition & Food Services |
| General Rehabilitation | Environmental Services |
| Fiscal Services | |
- 10:04 **Probationary Period**
Employees shall be probationary employees until they have been continuously employed by the Hospital for forty-five (45) days of work within any twelve (12) month period. If, at the option of the Hospital, an employee is retained for the aforementioned period, their name shall be placed on the departmental seniority list and their seniority shall be based on the number of hours worked since the date he last commenced to work for the Hospital.
- Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.
- 10:05 **Transfer of Service and Seniority**
Effective the date of ratification of this agreement, 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.
- 10:06 Employees temporarily transferred from one (1) department to another shall continue to accumulate seniority in the department from which they were transferred and employees permanently transferred from one (1) department to another shall take with them into the department to which they are permanently transferred their accumulated seniority in the department from which they were transferred.
- 10:07 When enrolled in the modified work program performing pre-injury hours of work, the employee will continue to accumulate seniority or service for any purposes under this collective agreement for the duration of such modified work.
- 10:08 An employee transferred out of the bargaining unit and who is subsequently transferred back into the bargaining unit shall continue to accumulate seniority the same as if they had never been transferred out of the bargaining unit.
- 10:09 **Loss of Seniority and Employment Rights**

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

- (a) have been laid off for twenty-four (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 Hospital of such absence and providing to the Hospital a satisfactory reason for the absence
- (f) have been laid off and fails to return to work within ten (10) working days after the employee has been notified by the Hospital through registered mail addressed to his last address on the records of the Hospital
- (g) are absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced
- (h) fail to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.

10:10 Employees shall properly and with reasons notify the Hospital as soon as possible of a) all absences; b) intention to return to work after notice of recall; and c) inability to return to work after the expiration of a leave of absence.

ARTICLE 11 - LAYOFF & RECALL

11:01 **Notice of Layoff**

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff; and
- (ii) provide to the affected employee(s), if any, no less than six (6) 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.

11:02 **Layoff and Recall**

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

Note:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 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/she 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 (i) or (ii) 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 layoff. Employees failing to do so will be deemed to have accepted layoff.
- (c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position he or she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to 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/her 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/her 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 employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.
- (l) While employees are on notice of layoff they will not have their scheduled hours or hourly rate reduced.

11:03

Severance and Retirement Options

- (a)
 - (i) Where an employee resigns within 30 days after receiving notice of layoff 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 30 days after receiving notice of layoff that his or her positions 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 in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under the Hospitals' Pension Plan within the classification(s) in order of seniority, to the extent that the maximum number is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary.

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

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

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

For calculation of part time employees' severance entitlements, including early retirement, the employee's average weekly hours will be based on an average of their paid hours over the preceding twelve (12) months.

11:04

Staff Planning Committee

- (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.
- (b) In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

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

- (i) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

(c) **Composition and Meetings**

The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union Committee. The number of representatives shall consist of at least two (2) representatives from each party to a maximum of four (4) 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. Part time employees will be paid at their straight time hourly rate for all hours spent attending meetings of the Staff Planning Committee. 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.

(d) **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.

(e) **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.

ARTICLE 12 - JOB POSTING

- 12:01 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) calendar days. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) calendar days. All applications are to be made in writing within the posting period.
- 12:02 The postings referred to in this article shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chairperson of the Union Committee.
- 12:03 Such vacancies shall be filled from among the applications received on the basis of seniority provided that the senior employee possesses the necessary qualifications and has the ability needed to perform the normal requirements of the job. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 12:04 Where there are no successful applicants from within this bargaining unit for positions referred to in this article employees in other S.E.I.U. service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this article, and selection shall be made in accordance with this article.
- 12:05 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

- 12:06 The successful applicant will be placed in the vacancy for a trial period of three hundred and thirty-seven and one-half (337.5) hours of work and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay without loss of seniority, 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.
- 12:07 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.
- 12:08 When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, he/she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the employee receives a higher wage rate, their anniversary date will be adjusted accordingly. If the wage rate is less than the wage rate of the transferred employee, the employee shall be placed on his corresponding level of the wage grid to the new classification, however the resulting rate will not exceed the maximum level of the wage grid in the new classification.
- 12:09 When an employee is transferred to another classification through the posting procedure, he/she shall be paid at the start rate for the classification for thirty (30) working days thereafter they will be paid at the wage rate in accordance to their seniority. An employee who transfers as a result of the application of Article 12 or as a result of a permanent accommodation will be paid at the wage rate in accordance to their seniority.
- 12:10 (a) **Temporary Vacancies**
 Vacancies which are not expected to exceed six (6) months and pregnancy and parental leaves 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 the nursing unit or service department. If the vacancy is not filled within the department then part-time employees in S.E.I.U. bargaining units who have recorded their interest in writing with the Human Resources Department will be considered prior to considering persons not employed by the Hospital. The written requests shall become active as of the date that it is received in Human Resources and shall remain so until December 31 following. In considering such part-time employees the criteria for selection in this article 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 their former position.
- The term of six (6) months may be extended a further six months on mutual agreement of the Union, employee and Hospital.
- This article is to be read in conjunction with Article 11:02 (h) of this collective agreement.
- (b) Temporary vacancies that are expected to exceed six (6) months, except pregnancy or parental leaves, will be posted if not filled through the recall provisions of the collective agreement.
- The Hospital will advise the Union of the successful applicants for posted temporary vacancies.
- 12:11 Employees newly hired to fill temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day). Notwithstanding the above, if an

employee is hired into the same classification within the same department then they would not be required to serve an additional probationary period - only the hours required to achieve permanent status.

ARTICLE 13 - JOB SECURITY

13:01 The Hospital undertakes to notify the Union in advance, so far as practicable of any significant technological changes which the Hospital has decided to introduce. 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 effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

13:02 The Hospital will not contract out any work with the objective of effecting a layoff or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

On request by the Union, the Hospital will undertake to review new 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 provided said employees have the qualifications and ability to do the work. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

13:03 Supervisors and employees whose jobs are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit except:

- i) in cases of emergency;
- ii) when instructing other employees;
- iii) in other circumstances mutually agreed between the parties; or
- iv) tasks, assignments or responsibilities that have been historically done by supervisors in specific departments.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 **Personal**

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.

14:02 **Union**

The Hospital shall grant leaves of absence to employees without pay for the purpose of attending Union conventions, seminars or special executive board meetings of the Union provided that:

- (a) not more than two (2) employees of the Hospital are absent on any such leave at the same time;
- (b) no one (1) such leave of absence shall extend beyond two (2) weeks;
- (c) Not more than a total of fourteen (14) days leave of absence in any calendar year need be granted; and
- (d) Any such leave of absence does not unduly interfere with the efficient operation of the Hospital and service to its patients.

- (e) Employees on Union leave of absence will be paid for such leave by the Hospital. The Hospital will then forward a statement of such wages to the Local 220 Union Office for reimbursement of the stated amount. The Union shall reimburse the Hospital for such wages within a reasonable period of time.

14:03

Bereavement

- (a) In the case of an employee's spouse, common-law spouse, partner of the same sex, or child or step-child, a paid leave of absence of five (5) consecutive working days in conjunction with the day of the funeral will be granted. In the case of the death of any other member of an employee's immediate family, such as defined below, a paid leave of absence of three (3) consecutive working days in conjunction with the day of the funeral shall be granted. Immediate family is defined as parents, step-parents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, son-in-law and daughter-in-law.
- (b) Days paid while an employee is on bereavement leave will only be those days which the employee would have been normally scheduled to work.
- (c) It is understood and agreed that a bereaved employee may request and be granted additional time of, without pay, for the purpose of travel and/or other matters related to the estate of the deceased.

14:04

Jury and Witness Duty

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

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

14:05

Pregnancy

- (a) Pregnancy leave shall be granted in accordance with the terms of the Employment Standards Act 1984, (and as amended) to an employee with at least thirteen (13) weeks of continuous service, but the leave of absence provided for under this article may be extended to a total of six (6) months upon application in writing made at least two (2) weeks prior to the expiration of the original leave. The Hospital's consent shall not be withheld unreasonably.
- (b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee commencing pregnancy leave thereafter who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1981, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of their regular weekly earnings and the sum of their weekly Unemployment Insurance benefits and any other earnings. Such payment shall be paid in a lump sum upon receipt of proof of entitlement and amount of UIC benefit. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The S.U.B. Plan is payable for fifteen (15) weeks only.
- (c) Supplementary to be calculated minus the in lieu of health and welfare benefits and vacation pay.

Adoption

- (d) Where an employee with at least thirteen (13) weeks of continuous service adopts a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months. In addition, if a further leave of absence is required by the adoption authorities concerned, the Hospital may grant a further extension for a period of up to three (3) months. Such leave shall not be withheld unreasonably.
- (e) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee commencing adoption leave thereafter who is in receipt of Unemployment Insurance adoption benefits in accordance to Section 18 of the Unemployment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall be paid bi-weekly upon receipt of proof of entitlement and amount of UIC benefit and shall continue for a maximum 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. Supplementary to be calculated minus the in lieu of health and welfare benefits and vacation pay.
- (f) Seniority shall be accumulated for adoption and pregnancy leave based on the following formula: average of the last 20 weeks as of U.I.C. formula.

14:06

Parental

- (a) Parental 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 parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) 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 employees 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 18 weeks while the employee is on parental leave.
- (g) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

14:07

Education

- (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- (b) If required by the Hospital, an employee shall be entitled to leave of absence with pay if scheduled to work and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

In-Service Programme

- (c) Both the Hospital and the Union recognize 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 requirements of the Hospital. Available programs will be publicized.
- (d) When an employee is on duty and authorized to attend any in-service programs within the Hospital during their regularly scheduled working hours, they shall suffer no loss of pay. When an employee is required by the Hospital, as a condition of employment, to attend courses outside their regularly scheduled working hours, they shall be paid at their regular straight time hourly rate of pay. For the purposes of clarification this does not include in lieu of benefits, holiday pay, vacation in lieu or any premium payments.
- (e) The delegation of added nursing skills to RPN's shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

14:08 No leave of absence granted under the provisions of this article shall be valid unless granted in writing by the Administrator of the Hospital or their designate.

ARTICLE 15 - HOURS OF WORK

15:01 The normal work week shall be composed of an average of thirty-seven and one-half (37 1/2) hours per week over the period scheduled by the Hospital. The normal work day shall be seven and one-half (7 1/2) hours exclusive of an unpaid meal period.

The minimum length of a shift shall be four (4) hours.

15:02 It is understood and agreed that this article does not constitute a guarantee as to hours of work per day or per week or for any period.

15:03 **Rest Periods**

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

Employees working other than seven and one-half (7 1/2) hour shifts will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work during their shift.

15:04 **Overtime**

Employees authorized to work in excess of seven and one-half (7 1/2) hours per day or in excess of an average of thirty-seven and one-half (37 1/2) hours per week over the scheduling period or on an employee's regularly scheduled day off shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay.

15:05 **Daylight Savings**

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change-over to daylight saving from standard time or vice versa.

15:06 **No Pyramiding of Premiums**

Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

15:07 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedures shall not be implemented until such a meeting has been held.

15:08 **Part-Time Scheduling**

- (a) It is understood that part-time employees will occupy either a scheduled or unscheduled line.
- (b) Part-time employees must be available:
- 12 month per year, less vacation entitlement
 - one weekend in three, notwithstanding, scheduled part-time employees must be available to work the weekends as per their scheduled line not to exceed every other weekend
 - either the Christmas period (includes Christmas Eve, Christmas and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day)
 - to work two of three shifts subject to the departmental operating hours (i.e. days/evenings or days/nights)
 - half the paid holidays.
- (c) The Hospital will provide availability forms that will be used by all departments. Employees will provide to their manager or designate, completed availability forms by 2400 hours on the Friday, four (4) weeks prior to the posting of the schedule any periods of availability during the scheduling period. An employee when submitting availability 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 unavailable for all shifts during the posting period if no documentation is provided to the manager or designate. Late submissions will be accepted for call-ins that arise but not for pre-booked shifts. Employees have the right to change their availability after submission although the amendments must comply with this article.
- (d) Schedules will be posted two weeks in advance for at least four (4) weeks.
- (e) The posted schedule will be established based on the regular lines each employee has selected or been assigned and the known available shifts per pay period. The available shifts will be offered by seniority and availability starting with the most senior employee on the nursing unit or service department, up to 45 hours in a pay period. Once all employees in the nursing unit or service department have 45 hours, shifts will be offered one at a time by seniority and availability, so as to equalize hours, in the nursing unit or service department.
- For the purposes of distribution of shifts, a shift offered and refused by an employee when available will be considered to be a shift worked.
- (f) Requests for exchange of shifts between two 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 signed by both employees before the manager/designate will consider the request. Requests for exchange of shifts will not be unreasonably denied. No shifts can be given by an employee to another employee. There shall not be any premium paid as a result of the exchange of shifts, excluding shift and/or weekend premium.
- (g) The first shift of the day will be the day shift. The day shift will begin on or after 0600 hours as determined by the Department.
- (h) Employees will not be scheduled to work more than seven (7) consecutive days unless mutually agreed between the Hospital and the employee.
- (i) There shall be fifteen (15) hours off between pre-booked shifts of work unless otherwise mutually agreed upon.

- (j) A weekend is defined as all hours from Friday at twenty-three hundred hours (2300) to Sunday at twenty-three hundred (2300) hours inclusive, or such other forty-eight (48) hour period as is the practice in a department.
- (k) Where an employee is called in to work a shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the employee will be paid for the full shift provided the employee works until the normal completion of the shift.
- (l) In the event of an overbooking of pre-booked shifts, the employee on the nursing unit or service department with the least seniority will have their shift cancelled. In the event of an overbooking of call-in shifts the last employee on the nursing unit or service department called will have their shift cancelled. Employees who report for a scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid for at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital.

15:09

Extended Tours

Where the Hospital and the Union mutually agree to implement extended tours for a nursing unit or service department the parties shall meet to complete the following model agreement.

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Grand River Hospital

And: SEIU, Local 220

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 - Hours of Work

2:01 The normal or standard extended work day shall be ___ hours per day.

2:02 There shall be eleven (11) hours off between regularly scheduled shifts of work unless otherwise mutually agreed. The Hospital shall schedule an employee to be off for twenty-three (23) hours following a night shift when the employee's next shift is a day shift.

Article 3 - Overtime

3:01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2:01 of the Model Agreement or in excess of the normal or standard work week as set out in the Hours of Work Article of the collective agreement.

3:02 For purposes of overtime the hours of work shall be an average of 78.75 hours over a pay period, except for employees working the four (4) on, five (5) off model in which case they can work up to eight (8) eleven and a quarter (11.25) hour shifts in a pay period.

Article 4 - Rest Periods

4:01 Employees working other than seven and one-half (7 1/2) hour shifts will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work during their shift.

Article 5 - Meal Periods

5:01 The unpaid meal period shall be ___ minutes long.

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

6:01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the sick leave plan shall apply.

Article 7 - Paid Holidays

7:01 A full time employee who works on a paid holiday as outlined in the Paid Holidays Article will be entitled to a lieu day of 7.5 hours. All other provisions related to full time employees, unless otherwise specified, will be in accordance with the Paid Holidays Article.

Article 8 - Vacation

8:01 Any vacation entitlement as set out in the collective agreement will be converted to hours.

Term

Either party may, on written notice of 60 days to the other party, terminate this Agreement.

Dated this ___ day of _____, 19__.

For the Union:

For the Hospital:

ARTICLE 16 - PREMIUM PAY

16:01 **Call Back**

An employee called back to work after leaving the premises who reports to work outside his/her normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one-half (1 1/2) his/her regular, straight time hourly rate. For the purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

16:02 **Standby**

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

16:03 **Reporting Pay**

An employee scheduled to work and so reporting shall be assigned work for at least half of the hour scheduled, or will be paid at their regular straight time hourly rate of pay for a total of half

the hours scheduled, unless they have refused to perform any work assigned. This provision does not apply in the case of a condition beyond the control of the Hospital.

16:04 **Shift Premium**

An employee will be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked when the majority of such hours so worked, falls between 1500 and 0700 hours. Shift premium shall also be paid for the 1100 hours to 1900 hours shift from 1500 hours to 1900 hours.

16:05 **Weekend Premium**

An employee shall be paid a weekend premium of fifty cents (\$0.50) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday. If an employee is receiving premium pay with respect to consecutive weekends worked, he or she will not receive weekend premium under this provision.

16:06 **Responsibility Pay**

Outside Bargaining Unit

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit, the employee shall receive a premium of ninety cents (\$0.90) in addition to his/her regular rate for all hours worked while so assigned.

Inside Bargaining Unit

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, he/she shall be paid the rate immediately above his/her current rate in the higher paying classification to which he/she was assigned for all hours worked while so assigned.

Lead Hand

When the Hospital assigns an employee to be a lead hand, the employee shall receive a premium of sixty cents (\$0.60) in addition to his/her regular rate for all hours worked while so assigned.

ARTICLE 17 - ALLOWANCES

17:01 **Uniforms**

Where the Hospital requires employees to wear uniforms, the Hospital shall pay such employees five cents (\$0.05) per hour paid.

Footwear

Effective January 1, 1993, for maintenance staff required to wear safety boots as part of their uniform, the Hospital shall pay such employees \$.03 per hour paid.

ARTICLE 18 - PAID HOLIDAYS

18:01 The following shall be observed as holidays at the Hospital:

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

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.

18:02 If an employee works on any of the holidays listed in Article 18:01 she or he shall be paid at the rate of time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked on such holiday.

ARTICLE 19 - VACATIONS

19:01 Effective July 1, 1991, all part time employees shall be paid vacation pay based on the following formula:

Start of employment	6% of earnings
After 8,625 hours worked	8% of earnings
After 25,875 hours worked	10% of earnings
After 43,125 hours worked	12% of earnings

- 19:02 (a) 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 a leave of absence.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered a leave of absence.
- (c) The portion of the employee's vacation which is deemed to be a leave of absence under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 20 - PERCENTAGE IN LIEU

20:01 In lieu of full coverage for health and welfare benefits, income protection and holiday pay, part time employees shall receive, in addition to their regular hourly rate, an amount equivalent to fourteen percent (14%) of their regular straight time hourly rate.

ARTICLE 21 - SICK LEAVE

21:01 The Union's attention is drawn to the fact that the Hospital intends to require certain medical examinations be performed at the expense of the Hospital. Such examinations are required under the laws of the Province of Ontario. It is expected that annual medicals will be undertaken and that all dietary personnel will be examined shortly before their hiring.

The Hospital shall pay for the full cost of any medical certificate required by an employee.

ARTICLE 22 - COMPENSATION

22:01 Effective the first (1st) pay period following written notice of ratification, the classifications and rates of pay for each such classification shall be those as set out in the attached Schedule "A".

22:02 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

22:03 Employees shall be paid once every two (2) weeks. At the time of such pay, the hours worked, pay earned and all deductions shall be shown in writing either upon the pay cheque or upon a slip attached thereto. Deductions for Income Tax and Canada Pension Plan shall be made as required by law and other deductions shall be made in a manner convenient to the Hospital.

22:04 New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, or the Union identifies a job in which the duties have changed, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to require a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the 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 shall be based on the relationship established by comparison with the rates for their

classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

22:05 Increases to the hourly rates shall be retroactive and apply to all employees in the bargaining unit as of January 19, 1996 on the basis of each hour paid to the employee from January 19, 1996 to the date the straight time hourly rates are increased. The Hospital will have three full pay periods (approximately six weeks) from the date of this Memorandum of Settlement being ratified by both parties to pay out the retroactive pay. Any new employees hired since January 19, 1996 shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact in writing at their last known addresses, any employees who have left the employment of the Hospital and/or the bargaining unit since January 19, 1996, to advise them of their entitlement to any retroactive adjustment. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter. Any entitlement to percentage paid in lieu of fringe benefits shall be retroactively paid on the regular straight time hourly rate earned consistent with the provisions of the collective agreement in effect during the period of time the retroactivity covers. It is understood that the percentage in lieu for retroactivity purposes is twelve percent (12%).

ARTICLE 23 - BULLETIN BOARDS

23:01 The Hospital 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 24 - RETIREMENT

24:01 An employee shall retire and cease employment on the first (1st) day of the month following the month after which the employee attains the age of sixty-five (65) years. Notwithstanding the foregoing, in the discretion of the Hospital and with the consent of the employee, the date of retirement may be extended on a year-by-year basis, provided that such extension or extensions shall not extend past the employee's seventieth (70th) birthday.

ARTICLE 25 - DURATION

25:01 This Agreement shall continue in effect until the 31st day of March 2000 and thereafter from year to year unless either party gives the other party written notice of their desire to amend the agreement.

Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall normally begin within sixty (60) days after filing notice to bargain for a new amended Collective Agreement.

DATED AT _____, Ontario this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

SCHEDULE "A" - WAGES

Classification	Start	1 Year (1725 Hrs)	2 Years (3450 Hrs)	3 Years (5175 Hrs)
Effective April 1, 1996	13.7600	13.8500	13.9200	14.1100
Effective January 19, 1997	13.8976	13.9885	14.0592	14.2511
Effective January 19, 1998	14.0366	14.1284	14.1998	14.3936
Effective January 19, 1999	14.1769	14.2697	14.3418	14.5375
Effective January 1, 2000	14.3187	14.4124	14.4852	14.6829

Ward Clerk

Effective April 1, 1996	14.0800	14.1600	14.2500	14.4300
Effective January 19, 1997	14.2208	14.3016	14.3925	14.5743
Effective January 19, 1998	14.3630	14.4446	14.5364	14.7200
Effective January 19, 1999	14.5066	14.5891	14.6818	14.8672
Effective January 1, 2000	14.6517	14.7350	14.8286	15.0159

Central Supply Aide

Effective April 1, 1996	14.1100	14.2500	14.3100	14.4300
Effective January 19, 1997	14.2511	14.3925	14.4531	14.5743
Effective January 19, 1998	14.3936	14.5364	14.5976	14.7200
Effective January 19, 1999	14.5375	14.6818	14.7436	14.8672
Effective January 1, 2000	14.6829	14.8286	14.8910	15.0159

Porter, Cleaner

Linen Aide

Housekeeping Aide

Effective April 1, 1996	14.3100	14.3900	14.4500	14.5900
Effective January 19, 1997	14.4531	14.5339	14.5945	14.7359
Effective January 19, 1998	14.5976	14.6792	14.7404	14.8833
Effective January 19, 1999	14.7436	14.8260	14.8878	15.0321
Effective January 1, 2000	14.8910	14.9743	15.0367	15.1824

Assistant Cook

Distribution Attendant

SCHEDULE "A" - WAGES

Classification	Start	1 Year (1725 Hrs)	2 Years (3450 Hrs)	3 Years (5175 Hrs)
Effective April 1, 1996	14.5900	14.7300	14.8000	14.9200
Effective January 19, 1997	14.7359	14.8773	14.9480	15.0692
Effective January 19, 1998	14.8833	15.0261	15.0975	15.2199
Effective January 19, 1999	15.0321	15.1763	15.2485	15.3721
Effective January 1, 2000	15.1824	15.3281	15.4009	15.5258
Dietary Aide			Dish Machine Operator I	
Ingredient Control Aide II			Pot Washer II	
Cashier			Dish Machine Operator II	
Sandwich/Salad Maker			Cook's Helper	
Pot Washer I			Nourishment Aide	
Aide, Patron Services				
Effective April 1, 1996	14.6700	14.8000	14.8700	14.9900
Effective January 19, 1997	14.8167	14.9480	15.0187	15.1399
Effective January 19, 1998	14.9649	15.0975	15.1689	15.2913
Effective January 19, 1999	15.1145	15.2485	15.3206	15.4442
Effective January 1, 2000	15.2657	15.4009	15.4738	15.5987
Receiver			Ingredient Control Aide I	
Stores Clerk				
Effective April 1, 1996	14.9600	15.0400	15.1100	15.2500
Effective January 19, 1997	15.1096	15.1904	15.2611	15.4025
Effective January 19, 1998	15.2607	15.3423	15.4137	15.5565
Effective January 19, 1999	15.4133	15.4957	15.5678	15.7121
Effective January 1, 2000	15.5674	15.6507	15.7235	15.8692
Cook II				

SCHEDULE "A" - WAGES

Classification	Start	1 Year (1725 Hrs)	2 Years (3450 Hrs)	3 Years (5175 Hrs)
Effective April 1, 1996	15.1200	15.2100	15.3100	15.4300
Effective January 19, 1997	15.2712	15.3621	15.4631	15.5843
Effective January 19, 1998	15.4239	15.5157	15.6177	15.7401
Effective January 19, 1999	15.5782	15.6709	15.7739	15.8975
Effective January 1, 2000	15.7339	15.8276	15.9316	16.0565

Aide/Orderly
Driver/Maintenance

Maintenance II
Patient Service Assistant

Effective April 1, 1996	15.2200	15.3000	15.3800	15.5200
Effective January 19, 1997	15.3722	15.4530	15.5338	15.6752
Effective January 19, 1998	15.5259	15.6075	15.6891	15.8320
Effective January 19, 1999	15.6812	15.7636	15.8460	15.9903
Effective January 1, 2000	15.8380	15.9212	16.0045	16.1502

Baker

Effective April 1, 1996	15.3300	15.5200	15.5900	15.7500
Effective January 19, 1997	15.4833	15.6752	15.7459	15.9075
Effective January 19, 1998	15.6381	15.8320	15.9034	16.0666
Effective January 19, 1999	15.7945	15.9903	16.0624	16.2272
Effective January 1, 2000	15.9525	16.1502	16.2230	16.3895

Rec. Therapy Assistant

Effective April 1, 1996	16.3000	16.4700	16.5400	16.6900
Effective January 19, 1997	16.4630	16.6347	16.7054	16.8569
Effective January 19, 1998	16.6276	16.8010	16.8725	17.0255
Effective January 19, 1999	16.7939	16.9691	17.0412	17.1957
Effective January 1, 2000				

Occupational Therapy Assistant
Physiotherapy Assistant

Therapy Assistant

SCHEDULE "A" - WAGES

Classification	Start	1 Year (1725 Hrs)	2 Years (3450 Hrs)	3 Years (5175 Hrs)
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Effective April 1, 1996	16.0600	16.2700	16.4800	16.6800
Effective January 19, 1997	16.2206	16.4327	16.6448	16.8468
Effective January 19, 1998	16.3828	16.5970	16.8112	17.0153
Effective January 19, 1999	16.5466	16.7630	16.9794	17.1854
Effective January 1, 2000	16.7121	16.9306	17.1492	17.3573

Bldg. Equipment Technician
Maintenance I

Effective April 1, 1996	16.3900	16.5600	16.7500	16.9400
Effective January 19, 1997	16.5539	16.7256	16.9175	17.1094
Effective January 19, 1998	16.7194	16.8929	17.0867	17.2805
Effective January 19, 1999	16.8866	17.0618	17.2575	17.4533
Effective January 1, 2000	17.0555	17.2324	17.4301	17.6278

Cook I

Effective April 1, 1996	19.6700
Effective January 19, 1997	19.8667
Effective January 19, 1998	20.0654
Effective January 19, 1999	20.2660
Effective January 1, 2000	

Electrician
Building Systems Technician (Lic)

Effective April 1, 1996	19.2700	19.4500	19.5100	19.6700
Effective January 19, 1997	19.4627	19.6445	19.7051	19.8667
Effective January 19, 1998	19.6573	19.8409	19.9022	20.0654
Effective January 19, 1999	19.8539	20.0394	20.1012	20.2660
Effective January 1, 2000				

RPN

SCHEDULE "A" - WAGES

Classification	Start	1 Year (1725 Hrs)	2 Years (3450 Hrs)	3 Years (5175 Hrs)
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Effective April 1, 1996	16.5200	17.0700
Effective January 19, 1997	16.6852	17.2407
Effective January 19, 1998	16.8521	17.4131
Effective January 19, 1999	17.0206	17.5872
Effective January 1, 2000	17.1908	17.7631

Building Systems Technician (Unlicensed)

Effective April 1, 1996	15.7100
Effective January 19, 1997	15.8671
Effective January 19, 1998	16.0258
Effective January 19, 1999	16.1860
Effective January 1, 2000	16.3479

Graduate Nursing Assistant

Effective April 1, 1996	15.9900
Effective January 19, 1997	16.1499
Effective January 19, 1998	16.3114
Effective January 19, 1999	16.4725
Effective January 1, 2000	16.6393

Patient Care Aide

LETTER OF UNDERSTANDING

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

- AND -

S.E.I.U., LOCAL 220

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

Re: Employees Grandfathered For Responsibility Pay

The following employees' premium for responsibility pay will be 10% of their regular straight time hourly rate of pay. This premium will be paid under the same terms and conditions as paid as at January 28, 1999 for as long as these employees remain in their current position.

Lisa Neely
Keith Vanderpool
Louis Brillhante

DATED this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

- AND -

S.E.I.U., LOCAL 220

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

Re: Job Evaluation

The parties agree to evaluate all positions within the bargaining unit with any new wage grids being effective October 1, 1999.

The evaluation process will examine full and part time positions at the same time.

The evaluations will be done by a committee comprised of equal representation from both management and the union. The union will select two representatives from each of the full and part time service bargaining units.

The union members of the committee will be paid for hours spent (i.e. hours are considered time worked) attending scheduled meetings of the committee.

If as a result of the job evaluation process, an employee would be placed on a step of a wage grid less than the employee's current wage rate, the employee's rate of pay will be red circled.

The evaluations will be done using the same job evaluation system as was utilized for pay equity purposes.

DATED this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

- AND -

S.E.I.U., LOCAL 220

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

Re: Minimum Length of Shift

Notwithstanding the provisions of Article 15:01 the Hospital can retain the current number of shifts that are less than four (4) hours in length in the Nutrition and Food Services Department but shall not expand the number of these shifts.

The number of shifts less than four (4) hours is seven (7) per day.

Dated this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

- AND -

S.E.I.U., LOCAL 220

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

Re: Joint Occupational Health and Safety Committee

The concerns of individual employees will be reviewed by the Joint Health and Safety Committee and when necessary monitors will be tested to ensure that they continue to meet acceptable "emissions" levels.

DATED at KITCHENER, Ontario this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

GRAND RIVER HOSPITAL CORPORATION

- AND -

S.E.I.U., LOCAL 220

PART TIME SERVICE BARGAINING UNIT, FREEPORT SITE

The parties agree to the practise of the Union Committee members staffing the Union Office for a total of two (2) hours per week. Such time will be considered as time worked and paid accordingly.

DATED at KITCHENER, Ontario this _____ day of _____, 1999.

FOR THE HOSPITAL

FOR THE UNION

