

Unit No, 247

FULL-TIME COLLECTIVE AGREEMENT

BETWEEN

HUNTSVILLE DISTRICT MEMORIAL HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 204

A.F. OF L., C.I.O., C.L.C.

OCTOBER 11, 199~~8~~⁵ - OCTOBER 10, 2001

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THIS AGREEMENT MADE THIS 11TH DAY OF October, 1995

BETWEEN:

HUNTSVILLE DISTRICT MEMORIAL HOSPITAL
(herein called the "Hospital")

OF THE FIRST PART

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

A.F. OF L., C.I.O., C.L.C
(herein called the "Union")

OF THE SECOND PART

Whereas the Ontario Labour Relations Board did on the 4th day of January, 1973, certify the Union as the bargaining agent for certain employees of the Hospital,

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all full-time and part-time employees of the Huntsville District Memorial Hospital, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, paramedical and technical personnel, supervisors, persons above the rank of supervisor, office staff, and students employed during the school vacation periods.

2.02 It is agreed that the term Paramedical and Technical Personnel as used in Section 2.01 above, includes physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- a) Maintain order, discipline, and efficiency;
- b) Hire, discharge, retire, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees for cause provided that a claim of unreasonable retirement, classification, promotion, demotion or transfer or a claim by an employee who has acquired seniority that he has been unjustly discharged or disciplined may be the subject of a grievance and be dealt with in accordance with the Grievance Procedure;

- c) Establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The Hospital will furnish the Union and the Chief Steward copies of published Hospital rules and regulations prior to posting same on bulletin boards;
- d) Generally to manage and operate the Hospital in all respects in accordance with its commitments, obligations and responsibilities and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment, and methods to be used, the allocation and number of employees required from time to time, the standard of performance for all employees and all other matters concerning the Hospital's operations, its buildings and equipment not otherwise specifically dealt with elsewhere in this Agreement.

3.02 These functions shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

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

- 4.03 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the content and context so requires and vice versa.
- 4.04 A part-time employee shall mean an employee who is regularly employed for not more than 22.5 hours per week and is paid at an agreed hourly-daily rate.
- 4.05 Continuous service for the purpose of accumulated benefits for vacations, shall mean service of a regular nature excluding any unpaid leave of absence, or layoff or unpaid sickness or long-term disability leave in excess of thirty (30) days.
- 4.06 Wherever time limits are referred to in this Agreement, they shall be deemed to exclude Saturdays, Sundays and paid holidays.
- 4.07 An afternoon shift or a night shift, shall be any shift which commences or ends between 2200 and 0200 hours.
- 4.08 A Registered Practical Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act of 1974. Registered Nursing Assistants are required to present to the Nursing Administration Office by February 15th of each year their current certificate of competence. An R.P.N. failing to present her certificate of competence will be paid as a Nursing Aide until March 31st, and if at that time fails to do so will be suspended without pay until such certificate is provided.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

A Union representative shall be given the opportunity of interviewing each new employee who is not a member of the Union once during the forty-five (45) working days of employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

5.03 Employee Lists

- a) The Hospital will, when forwarding the Union Dues to the Secretary-Treasurer of the Local Union, submit a list of names of those employees for whom deductions have been made, the names of those employees who have terminated their employ and the names of those employees for whom no deductions have been made and the reasons therefore. In addition to the foregoing, the Hospital will supply the Union with the addresses of new employees when they are placed on the check-off list for the first time.
- b) The Hospital will provide the Union, on a "one time basis only" with the Social Insurance Number for each new

employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired.

- 5.04 The Hospital agrees to acquaint each new employee with the fact that a collective agreement is in effect, and will provide him with a copy of the Collective Agreement.
- 5.05 Each employee shall notify the Hospital of any change to his telephone number, name or status.

ARTICLE 6 - NO STRIKE/LOCKOUT

- 6.01 During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the services of the Hospital, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.
- 6.02 The definition of the terms "lockout" and "strike" as in Section 6.01 above, shall be in accordance with the Labour Relations Act. R.S.O. Chapter 232, and amendments thereto.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 6 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in

attending grievance meetings with the Hospital up to, but not including arbitration.

7.02 Union Stewards

- a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- f) The Hospital will recognize one steward from each of the following Hospital departments: Ambulance, Dietary, Housekeeping, Laundry, Maintenance, Nursing.

7.03 Central Bargaining Committee

- a) In future central bargaining between the Service Employee's International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.
- b) It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one employee from a hospital be entitled to such payment.
- c) The Union shall advise the Hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospital's Central Negotiating Committee shall advise the seven hospitals accordingly.

7.04 Local Negotiating Committee

- a) The Hospital agrees to recognize a Negotiating Committee comprising of six (6) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their- regular scheduled working hours in attending

such negotiating meetings with the Hospital up to, but not including, arbitration.

- e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- f) Subject to the above, not more than one (1) employee from any one department shall be on the Negotiating Committee.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

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

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

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his

immediate supervisor's decision in the following manner and sequence:

Step 1

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

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

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

Step 3

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

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation,

application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

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

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

- a) Confirming the Hospital's action in discharging the employee; or
- b) Reinstating the employee with up to full seniority for time lost and up to full compensation for time lost;
- c) Any other arrangement which may be deemed just and equitable.

- 8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.
- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).
- 8.10 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a Chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

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

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit-wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

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

- g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

9.05 Effect of Absence

Unless otherwise provided in this Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits

or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 Seniority List

A revised copy of each departmental seniority list shall be posted on the appropriate bulletin board and sent to the Union in May and November of each year. The following is a list of Departments for seniority purposes:

1. Nursing
 - a) R.P.N.
 - b) Nursing Aides
 - c) Orderly
2. Ambulance
3. Housekeeping
4. Dietary
5. Laundry
6. Maintenance

It shall be the duty of the employee to notify the Hospital promptly of any change of address. If an employee fails to do this, the Hospital will not be responsible for the consequences of failure of a notice sent by registered mail to reach such employee.

In the case of the transfer of an employee to a different department, upon completion of his probationary period, the employee's name shall be placed on the seniority list of the department to which he is transferred and credited with seniority from the date of his employment with the Hospital. If an employee's services are not satisfactory in the new department, the employee shall revert to his previous department with all seniority rights and privileges.

ARTICLE 10 - JOB SECURITY

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

actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) **Staff Planning Committee**

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

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02 (a) Notice of Layoff

- (i) provide the union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
 - (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.
- (b) A layoff shall not include a reassignment of an employee from his or her classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
 - (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iii) the job to which the employee is assigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (iv) the job to which the employee is assigned is on the same or substantially similar or shift rotations; and
 - (v) where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

- (a)
 - (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay and , on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000) dollars.
 - (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).
- (c) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' 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. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00

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

10.04 **Regional Staff Planning Committees**

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

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

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

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

10.05 **Layoff and Recall**

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the

least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (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 lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. 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 vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on 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.

10.06 Benefits on Layoff

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

ARTICLE 11 - JOB POSTING

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other 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 Article .01, and selection shall be made in accordance with Article .03 above.

- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in S.E.I.U. service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

11.09 All vacancies arising out of Huntsville or Burk's Falls will be posted in both hospitals in order to allow the employees of both hospitals the opportunity to apply for such postings.

ARTICLE 12 - NO CONTRACTING OUT

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

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

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

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

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

12.03 On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

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

13.03 Volunteers

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

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

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

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.
- 14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.
- 14.05 Employees who are pregnant shall not be required to operate VDT's. At their request, the Hospital shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Hospital and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.
- 14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

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

15.03 Jury and Witness Duty

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

- i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court.
 - ii) presents proof of service requiring the employee's attendance.
 - iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1½) his regular straight time hourly rate subject to (i) (ii) and (iii) above.

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

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

15.04 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The

service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is

participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 **Parental Leave**

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

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

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

in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

15.06 **Full-Time Union Officers**

- a) Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

- b) The Union undertakes to give to the Hospital not less than four (4) weeks' notice of any request for such leave of absence.
- c) On the completion of the leave of absence granted under this clause the employee may return to his employment in the same or as equivalent a post as can be arranged, with the seniority he had accrued at the commencement of the leave of absence, provided that the Union shall have first given the Hospital two (2) months' notice of employee's return to his employment.

15.07 Union Leave

- a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- b) **In** requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice in writing to the Hospital.
- c) The total leave for all employees shall not exceed three (3) weeks in a calendar year.
- d) The Union undertakes that it will not request leave for more than three (3) employees at any one time and that such request will be limited to not more than one (1) employee from any one department.
- e) **No** leave will be for a longer period than one (1) week at any one (1) time.
- f) In addition to the leave of absence set out above, the members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.
- g) It is understood and agreed that **where** such leave of absence is granted, the Hospital will continue **to pay** the

employee(s) for the period of the leave of absence and submit an account to the Union for the employee(s) wages and benefits for such leave of absence. In such event, the Union undertakes to promptly reimburse the Hospital.

15.08 Personal Leave

n/a

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- a) The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- b) The regular work shift for full-time employees shall be seven and one-half ($7\frac{1}{2}$) hours per day, exclusive of one-half ($\frac{1}{2}$) hour unpaid meal period. The seven and one-half ($7\frac{1}{2}$) working hours per day will be worked within an eight (8) hour period. The one-half ($\frac{1}{2}$) hour unpaid meal period shall be uninterrupted except in cases of emergency.
- c) The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provision of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

16.02 Rest Periods

- a) All employees will be allowed two (2) rest periods per day of fifteen (15) minutes' duration, one (1) in each full half scheduled shift, without reduction in pay and without increasing the regular working hours. The fifteen (15) minute rest periods shall be calculated from the time the employees leave their station of work until they return to their station of work.
- b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

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

The employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the employer results from such exchange of shifts.

16.04 Weekends Off

- a) In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- i) such weekend work was performed by the employee to satisfy specific days off requested by such employee, or
 - ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another employee or,
 - iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.
- b) It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.
- c) The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital and the employees affected and approved by the Union.

16.05 Scheduling

- a) Shift schedules shall be posted at least two (2) weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Hospital will not be responsible or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.

Employees will not be required to work more than eight (8) consecutive days without a day off except in emergency situations; however, the Hospital will endeavour not to schedule more than seven (7) days consecutively.

16.06 Cancellation of Shifts

Any cancellation of full-time or part-time shifts will be based on reverse order of Hospital seniority within the unit, provided that those remaining are qualified to perform the work. A part-time employee shall not bump a full-time employee.

Whenever the hospital wishes to cancel tours, because of low occupancy and or decreased patient acuity, notice will be given to employees as follows:

- Days - by 2200 hours the evening before
- Evenings - three (3) hours before reporting time
- Nights - three (3) hours before reporting time

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

- a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift and an average of seventy-five (75) hours bi-weekly, at the rate of time and one-half the employee's regular rate of pay.
- b) Overtime at time and one-half the employee's regular rate will also be paid for all days worked which were originally scheduled as days off within the Hospital's schedules.
- c) Where hours are averaged over a two week period, that two week period will be the same two weeks as the pay period.
- d) Employees who are absent on approved paid time off, during their scheduled work week shall, for purpose of computing overt ime pay, be considered as **if they had worked their regular hours during such paid absence.**

17.03 Reporting Pay

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

17.04 Standby

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

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

17.05 Call-Back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

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

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

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

Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Hospital or by the Workplace Safety and Insurance Benefits, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as

having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

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

17.10 Weekend Premium

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

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

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

18.02 Uniform Allowance

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

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five (0.35) cents per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- a) The 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 and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of **its Accident Prevention - Health & Safety Committee** at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1)

calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his/her regular or premium rate as may be applicable.

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

19.02 Protective Clothing

- a) The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provisions set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.
- b) Effective September 1st, 1988 and on that date for each subsequent year, the Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.
- c) Full-time ambulance Attendants to receive C.S.A. approved footwear, as required. One-half of full-time staff to

receive footwear in 94/95 fiscal year and remaining full-time staff to receive footwear in 1995/96 fiscal year. Boots are to be left at work, in employee locker. 'New boots will be issued upon return of damaged ones.

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized Holidays with pay for this Agreement shall be:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday (as locally declared)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

The **second Monday in February will be called Heritage Day** and replace the Float Day. This day will become a premium day. If the Government proclaims a different day in February, that day shall replace this holiday.

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

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

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

20.04 To qualify for holiday pay as above, an employee must work his or her full regularly scheduled shift immediately preceding and his or her full regularly scheduled shift immediately succeeding the Holiday. In the event of an employee being prevented from working the shift immediately

preceding and/or succeeding such holiday by reason of illness, authenticated by medical certificate or otherwise, lasting more than five (5) full working days, such employee shall qualify for holiday pay, it being further understood and agreed that no employee shall receive holiday pay for more than one (1) holiday during any one (1) illness except for holidays over the Christmas and New Year's periods, in which case no employee shall receive pay for more than three (3) holidays.

- 20.05 If any of the above named holidays occur on an employee's regular day off, or during his or her vacation period, the employee will receive an additional day off or payment for holidays in lieu thereof, but the additional day shall not be added to the period of vacation of the employee except with the consent of the Department Head.
- 20.06 An employee required to work on any of the foregoing holidays shall be paid at time and one half (1½) his regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which he may be entitled or at the option of the Hospital the employee may be paid time and one-half (1½) for the time worked and a paid day off in lieu thereof, or, (or a further option of the Hospital), the employee may be paid his regular straight time plus a paid day and a half off in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay.
- 20.07 For the purpose of clarity, the holiday pay as provided for in this Article will be computed on the basis of the number of hours the employee is normally scheduled to work on a regular working day at his regular rate of pay.
- 20.08 The day classified as a paid holiday is that in which the majority of hours worked fall within the commencement at midnight of the day before the actual paid holiday until midnight of the actual paid holiday.
- 20.09 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one half (2½) time his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows: Employees (other than Registered Nursing Assistants and O.R. Technicians) who have completed less than one (1) year of continuous service as of April 30th of any year shall be entitled to two (2) weeks' annual vacation. Registered Nursing Assistants and O.R. Technicians who have completed less than one (1) year of continuous service as of April 30th of any year shall be entitled to three (3) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

Employees (other than Registered Nursing Assistants and O.R. Technicians) who have completed one (1) year but less than two (2) years of continuous service as of April 30th of any year shall be entitled to two (2) weeks' annual vacation with pay. Registered Nursing Assistants and O.R. Technicians who have completed one (1) year but less than fifteen (15) years of continuous service as of April 30th of any year shall be entitled to four (4) weeks' annual vacation.

An employee (other than Registered Nursing Assistants and O.R. Technicians) who has completed two (2) years but less than five (5) years of continuous service as of April 30th of any year shall be entitled to three (3) weeks annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of April 30th of any year shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of April 30th of any year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) years or more years of continuous service as of April 30th of any year

shall be entitled to six (6) weeks' annual vacation with pay.

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

Vacations with pay will be granted on the basis of vacation periods, calculations of pay, continuous employment and pay distributions being based on a vacation fiscal year. This fiscal year will be from May 1st to April 30th.

21.02 Approved Leave of Absence During Vacation

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

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

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

21.03 Scheduling of Vacations

- a) Vacation preferences will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th, his vacation period will be allotted by the Department Head on the basis of departmental convenience only.
- b) Where possible, vacations shall be scheduled between May 1st and September 30th of each year subject to the efficient operation of the Hospital, unless some other time is mutually agreed upon.

- c) All vacation periods will be arranged with an employee's Department Head with consideration being given to the employee's wishes on a seniority basis and to the needs of the department.
- d) Vacation credits may not be accumulated from one calendar year to the next.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

Benefits listed below require enrolment forms to be completed and signed by the employee. When an employee has been notified in writing by the Hospital their signature is required for benefits to become effective, the Hospital does not assume responsibility for any delay of benefit coverage, if an employee fails to sign these forms:

- a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- b) The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

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

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

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

e) Benefits on Early Retirement

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

22.02 Change of Carrier

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

22.03 Hospitals of Ontario Pension Plan

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

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Worker's Compensation Injury

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

23.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

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

.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of **eligible** employees under the long-term disability portion of the (HOODIP Plan or equivalent plan), the employee paying the **balance of the billed premium through payroll deduction**. For the purpose of **transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of transfer with**

three months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

- .03 Effective October 1st, 1973, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,
- b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout **on termination of employment shall be that portion** of any unused sick leave dollars under the former conditions relating to payout.
- c) Where, as of October 1st, 1973, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions **relating to such payout.**
- d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and **is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance**

Benefits as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Benefits for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance Benefits for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim from Workers' Compensation.

- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- .05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Unemployment Insurance Rebate

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

- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 Pay for Medical Certificates

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

- .10 On the termination of his/her employment for whatever reason, an employee with five (5) years or more of service prior to October 1st, 1973, shall receive in cash at the wage rate pertaining on October 1st, 1973, the balance of her accumulated sick leave entitlement after all deductions have been made for the use under Article .03, provided that the total cash payment shall not in any event exceed the equivalent of fifty percent (50%) of one hundred (100) days entitlement or fifty percent (50%) of her total earned entitlement, whichever is less.
- .11 In order to qualify for sick leave pay, except where sent home by the Hospital on account of illness, employees must inform their Supervisor or in the Supervisor's absence, the Switchboard Operator as soon as possible, and at least one hour prior to the beginning of the employee's shift, if they are unable to report for work.
- .12 Subject to the requirements of the Hospitals of Ontario Disability Income Program, the Hospital reserves the right to require confirmation or proof of illness by medical certificate or otherwise, before payment of sick leave is granted.
- .13 In cases of illness in excess of three (3) days the employee will notify the Hospital as soon as possible of the anticipated date of return to work, and will notify the Hospital twenty-four (24) hours in advance of her return. If the twenty-four (24) hours notice is not given prior to her commencing shift, the said shift may be delayed twenty-four (24) hours.

24.02 Workplace Safety And Insurance Benefits And Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to

the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Benefits. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 a) Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit shall be placed in the range of the higher rate classification so that she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not

exceed the wage rate of the classification to which she has been promoted.)

b) Transfer to a Lower Classification

When an employee is permanently transferred to a lower paid job, then:

- 1) If such a transfer is at her own request, or made by the Hospital for her benefit, so as to avoid laying her off, then she shall receive the wage rate for the new job commensurate with her seniority in the Hospital, and she shall progress within the new salary range in accordance with her length of service in the new job subsequent to the date of transfer.
- 2) If such transfer is made for the convenience of the Hospital and the ease of its operation, her wage rate in her former job shall be red circled, and she shall continue to receive that wage rate without further increments until such ~~time~~ as it is exceeded by an incremental progression to which she would be entitled by progress within the new salary range in accordance with her length of service in the new job subsequent to the date of transfer; provided that such incremental progression shall start from the wage rate in the new salary range which was to commensurate with her seniority in the Hospital at the date of transfer.

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, she shall be paid the rate immediately above her current rate in the higher classification to which she was assigned the job.

25.04 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay

for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within in ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

ARTICLE 25.05 - WAGES AND CLASSIFICATION PREMIUMS

- 25.05 a) The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rate of wages as outlined in Schedule "A" attached hereto.
- b) SCHEDULE "A" as attached - listing as per highest wage rate and applicable to both Huntsville and Burk's Falls Hospitals.
- c) The Hospital will pay all Full-time Orderlies working on the ambulance an additional fifty dollars (\$50.00) per-month.

ARTICLE 26 - DURATION

26.01 Renewal

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

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

26.02 Term

This agreement shall be in effect from October 11th, 1995 to October 10th, 2001 and shall continue automatically

thereafter for annual periods of one (1) year unless either party notifies the other in writing within the period of three (3) calendar months prior to October 10th, 2001, that it desires to amend or terminate the agreement. The terms of this agreement incorporate the terms agreed in Central Bargaining.

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

ARTICLE 27 - PRINTING COST

27.01 The employer will share with the Union the cost of printing the Collective Agreement on an equal basis in a form mutually agreed upon.

ARTICLE 28 - BULLETIN BOARDS

28.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an Officer of the Local Union and submitted to the Executive Director or his appointee for approval prior to being posted. Keys to the board or boards are to be in the custody of the Executive Director.

ARTICLE 29 - RELATIONSHIPS

29.01 There will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of the parties, their representatives, agents **or** members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

29.02 There will be no solicitation by the Union for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement, or in writing by the Hospital.

ARTICLE 30 - JOB SUMMARIES

31.01 Written job summaries are available to all employees for their particular classification.

ARTICLE 31 - RPN SKILL UTILIZATION

31.01 Where the Hospital requires an RPN to utilize skills as approved by the College of Nurses, then such R.P.N. will be provided the necessary education to perform any such skills in cases where additional training is needed by that R.P.N.

SIGNED AT HUNTSVILLE , Ontario, this 26TH
day of JULY , 2001.

FOR THE UNION

Susan Hughes
B. [Signature]

FOR THE HOSPITAL

Karen Wright
Mary Jane McCarry

LETTER OF INTENT

RE: LIABILITY INSURANCE

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

LETTER OF INTENT

RE: SHIFT PREMIUM

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

This Letter is to confirm the parties understanding that:

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

Signed at North Bay this 7th day of Sept. 1995.

FOR THE PARTICIPATING
LOCAL UNIONS

Susan Hughes
[Signature]

FOR THE PARTICIPATING
LOCAL HOSPITALS

Karen Wright
Mary Jane McCarty

MEMORANDUM OF UNDERSTANDING

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

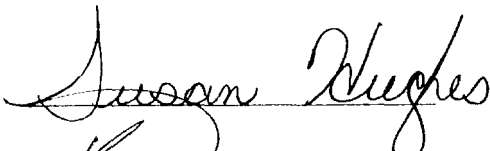
Pursuant to the award of the Mitchnick Board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.0 1 and 10.04 while the terms of this Collective Agreement remain in effect.

Parties to mutually agree on a neutral chair within 30 days of the release of the Adams award to replace Arbitrator Mitchnick. Failing mutual agreement, the Adams Board to rule on the replacement chair.

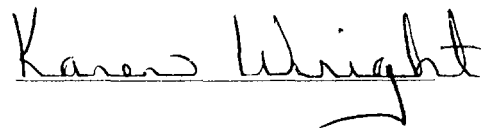
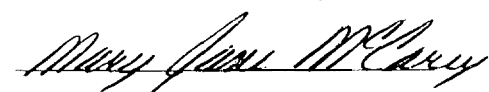
Pursuant to the award of the Adams Board dated October 5, 1999, in the event of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 the matter shall be referred to a Board of Arbitration chaired by G. Charney, and nominees J. Sack and R. Fillion.

Signed at Toronto this _____ day of _____, 1999.

FOR THE PARTICIPATING
LOCAL UNIONS




FOR THE PARTICIPATING
LOCAL HOSPITALS

HUNTSVILLE DISTRICT MEMORIAL HOSPITAL

S.E.I.U. WAGE RATES

CLASSIFICATION	DATE	START	1 YEAR	2 YEAR	3 YEAR
General Maintenance/ Trade Specialty	Jan. 1, 1996	18.63			
	Apr. 1, 1996	19.00			
	Apr. 1, 1997	19.19			
	Oct. 11, 1997	19.29			
	Apr. 1, 1998	19.48			
	Oct. 11, 1998	19.67			
	Apr. 1, 1999	19.87			
	Oct. 11, 1999	20.07			
	Oct. 11, 2000	20.47			
RPN/O.R. Technician	Jan. 1, 1996	18.05	18.20	18.40	
	Apr. 1, 1996	18.41	18.57	18.77	
	Apr. 1, 1997	18.59	18.76	18.96	
	Oct. 11, 1997	18.68	18.85	19.05	
	Apr. 1, 1998	18.87	19.04	19.24	
	Oct. 11, 1998	19.06	19.23	19.43	
	Apr. 1, 1999	19.25	19.42	19.62	
	Oct. 11, 1999	19.44	19.61	19.82	
	Oct. 11, 2000	19.83	20.00	20.22	
R.P.N.'s/	Jan. 1, 1996	17.97	18.12	18.32	
	Apr. 1, 1996	18.33	18.48	18.69	
	Apr. 1, 1997	18.51	18.66	18.88	
	Oct. 11, 1997	18.60	18.75	18.97	
	Apr. 1, 1998	18.79	18.94	19.16	
	Oct. 11, 1998	18.98	19.13	19.35	
	Apr. 1, 1999	19.17	19.32	19.54	
	Oct. 11, 1999	19.36	19.51	19.74	
	Oct. 11, 2000	19.75	19.90	20.13	
COOK/WARD CLERK CSD TECHNICIAN (reclassified 01/00)	Jan. 1, 1996	14.85	15.00	15.16	
	Apr. 1, 1997	15.00	15.15	15.31	
	Oct. 11, 1997	15.08	15.23	15.39	
	Apr. 1, 1998	15.23	15.38	15.54	
	Oct. 11, 1998	15.38	15.53	15.70	
	Apr. 1, 1999	15.53	15.69	15.86	
	Oct. 11, 1999	15.69	15.85	16.02	
	Oct. 11, 2000	16.00	16.17	16.34	

SCHEDULE "A" cont'd

CLASSIFICATION	DATE	START	1 YEAR	2 YEAR	3 YEAR
ENVIRONMENTAL	Jan. 1, 1996	14.20	14.36	14.54	
DIETARY	Apr. 1, 1997	14.34	14.50	14.69	
LAUNDRY	Oct. 11, 1997	14.41	14.57	14.76	
	Apr. 1, 1998	14.55	14.72	14.91	
	Oct. 11, 1998	14.70	14.87	15.06	
	Apr. 1, 1999	14.85	15.02	15.21	
	Oct. 11, 1999	15.00	15.17	15.36	
	Oct. 11, 2000	15.30	15.47	15.67	
LEAD HANDS	Jan. 1, 1996	15.34	15.51	15.70	
(Maintain 8% above	Apr. 1, 1997	15.49	15.67	15.86	
Aide rate)	Oct. 11, 1997	15.57	15.75	15.94	
	Apr. 1, 1998	15.73	15.91	16.10	
	Oct. 11, 1998	15.89	16.07	16.26	
	Apr. 1, 1999	16.05	16.23	16.42	
	Oct. 11, 1999	16.21	16.39	16.58	
	Oct. 11, 2000	16.53	16.72	16.91	
**Environmental Aide	Jan. 1, 1996	13.70	13.85	14.01	
	Apr. 1, 1997	13.84	13.99	14.15	
	Oct. 11, 1997	13.91	14.06	14.22	
	Apr. 1, 1998	14.05	14.20	14.36	
	Oct. 11, 1998	14.19	14.34	14.50	
	Apr. 1, 1999	14.33	14.48	14.65	
	Oct. 11, 1999	14.47	14.62	14.80	
	Oct. 11, 2000	14.76	14.91	15.10	
**Environmental Aide Position will be phased out on Retirement/Termination					
OPERATIONS AMBULANCE	June 9, 1997	20.99	21.39	21.79	
SUPERVISOR	June 9, 1997	21.87	22.18	22.62	23.01
	June 1, 1999	22.38	22.82	23.21	
	June 1, 2000	22.63	23.08	23.48	
EMCA		18.33			
PARAMEDIC 1	Apr. 1, 1996	19.02	19.16	19.35	19.54
WITH EMCA	Jan. 1, 1999	18.59	19.17	19.74	
	Jan. 1, 2000	18.84	19.43	20.01	

SCHEDULE "A" cont'd

CLASSIFICATION	DATE	START	1 YEAR	2 YEAR	3 YEAR
PARAMEDIC 1 WITHOUT EMCA	Apr. 1, 1996	18.70	18.85	19.03	19.20
	Jan. 1, 2000	18.70	19.04	19.22	19.39
PARAMEDIC 2	Jan. 1, 1999	19.79	20.39	20.99	
	Jan. 1, 2000	20.06	20.67	21.27	