

COLLECTIVE AGREEMENT

BETWEEN

SENSENBRENNER HOSPITAL, KAPUSKASING

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL. 478
A.F.L. - C.I.O. - C.L.C.

FULL-TIME UNIT

EXPIRES. OCTOBER 10, 1995

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MEMORANDUM OF AGREEMENT ENTERED INTO

BETWEEN

SENSENBRENNER HOSPITAL, KAPUSKASING
(hereinafter referred to as the "Hospital")

OF THE FIRST PART,

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 478
(hereinafter referred to as the "Union")

OF THE SECOND PART

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between -the Hospital and the employees covered by this Agreement.
- 1.02 It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

ARTICLE 2 : SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of Sensenbrenner Hospital at Kapuskasing, Ontario, save and except supervisors and those above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, graduate and student dietitians, graduate and undergraduate pharmacists, technical personnel, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except as specifically and clearly abridged, delegated, granted or modified by this Agreement all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- 3.02 Without limiting in any way the generality of the foregoing, Management's rights include:
- (a) the right to maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees and the right to discipline or dismiss employees for just cause, provided that a claim of discipline or dismissal without cause may be the subject of a grievance and dealt with as herein provided;
 - (b) the direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; combining or splitting up departments; work schedules; establishment of standards and quality of care; the determination of the extent to which the Hospital will be operated and the increase or decrease-in employment;
 - (c) the right to select, hire, retire, dismiss, discipline, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not covered by this Agreement. Where it is alleged by the Union that a transfer has been made in a discriminatory manner as defined by Article 26, herein, such transfer may then be the subject of a grievance and dealt with as herein provided;
 - (d) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Hospital.

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 where the content and context so requires and vice versa.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

The amount of 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, following the completion of the probationary period, 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 premises in a room designated by the Hospital, and the employees may report to this room for interview, during the interview period. The Hospital may, if it so desires, have a representative present at any such interview.

5.03 Employee Lists

The Hospital will provide the Union with a monthly listing of all employees from whom dues or amounts equivalent thereto have been deducted including additions and deletions.

The Hospital agrees to provide on a one time basis only the Social Insurance number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition, the Hospital will supply the Union with addresses of new employees when they are placed on the check-off list for the first time.

The parties recognize that it shall be the sole responsibility of the employee to promptly advise the Hospital and the Union in writing of any changes in their address, telephone number, marital and/or dependent 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 used in Section 6.01 above, shall be in accordance with the Labour Relations Act, R.S.O. 1970, 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 three employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their

regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital will recognize a steward from each of the following areas of the Hospital:

- one steward from Nursing
- one steward from Dietary
- one Steward to represent Housekeeping, Maintenance and Stores
- one steward to represent Ambulance Attendants.

It is understood and agreed that the Chief Steward shall function as a steward in whichever of the above areas he is classified.

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

7.03 Central Bargaining Committee

In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one (1) representative from the bargaining unit shall be entitled to a leave of absence to attend either the central negotiations (including caucuses) or only the central Union caucuses (including reasonable travel time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

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

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

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

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

7.04

Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst the combined full-time and part-time employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The Union has the right to elect or otherwise select a Negotiating Committee consisting of four (4) representatives:
 - one to represent Nursing
 - one to represent Dietary
 - one to represent Housekeeping, Maintenance and Stores
 - one to represent Ambulance Attendants.

A general representative of Local 478 may attend negotiating meetings.

7.05 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party, not exceeding 4 members from the combined full-time and par-t-time units and 4 members from the Hospital, shall meet at a time and place mutually satisfactory. It is agreed that not more than 1 employee per department will be allowed to attend.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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, or
- (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 oat-ties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the local union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

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

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

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

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during 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.C.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 Seniority List

The Hospital will post a seniority list, on the bulletin board, each year showing the seniority standing of each employee by department as at December 31, of the previous year.

Upon posting of the seniority list, employees will have thirty (30) days in which to file complaints against the seniority standing and if no complaints are filed, it is deemed that the seniority list as posted is correct.

A copy of the seniority list will be mailed to the union office.

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 from the early phases through to the final phases of the process.

(b) Staff Planning Committee

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

- (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 meeting; during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

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

10.02

Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than (6) months' written notice of the proposed layoff or elimination of position; and**
- (ii) provide to the affected employee(s) if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.**

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

10.03 Severance and Retirement Options

(a) Severance Pay

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

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

(b) Retirement Allowance

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

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

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

- (c) A full-time employee who has completed one (1) year of service and
- (i) whose layoff is permanent. or
 - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or(b) of this Article,

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

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

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 Lay-off

In the event of a lay off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the 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 11.01 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 11.01 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 11.01 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01, and selection shall be made in accordance with Article 11.03 above.

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

part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 - NO CONTRACTING OUT

- 12.01 **The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.**
- 12.02 **Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out 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 practice as of June 1, 1986.

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

At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior Administrator of the Hospital agrees to

meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

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

ARTICLE 14 - TECHNOLOGICAL 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 Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04 Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the union as set out above and the requirements of the applicable legislation.

- 14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the 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 VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

- (a) If required by the 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

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

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

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1-1/2) his regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

15.04 Pregnancy Leave

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

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

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) *The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000(LICO) for the calendar year, -or such other locally agreed annual period -for determining LICO.s ta tus.*

Effective February 28, 1995 an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The 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) *The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.*

Effective February 28, 1995, any **employee** who is on **parental leave** as provided **under** this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such **payment** shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that **she** is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of **ten (10)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the **commencement** of the leave **times** her normal weekly hours plus any wage increase or salary increment that **she** would be entitled to if she were not on parental leave.

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

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

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any **employee** who is on parental leave as provided **under** this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such **payment** shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that **she** is in receipt of Unemployment Insurance parental benefits

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

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

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

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) 1. Leaves of absence shall be in accordance with the following principles and practices:
 - (i) The Union undertakes that it will not request leave for more than two (2) employees at any one (1) time and that such request will be limited to not more than one (1) employee from any one (1) department.
 - (ii) No leave will be for a longer period than one (1) week at one (1) time.
 - (iii) The total leave for all employees shall not exceed three (3) weeks in a calendar year.
- 2. It is understood and agreed that where such leave is granted, the Hospital will continue to pay the employee(s) for the period of 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.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

The Hospital may grant leave of absence to any employee for personal reasons. Such leave shall be subject to the following conditions:

- (a) The request must be made in writing and permission for the leave, if granted, will be confirmed in writing.
- (b) Unless this Agreement specifically provides otherwise, the employee will not be entitled to any pay or recognized holiday pay during such leave of absence.
- (c) Except in an emergency, the employee must give at least two (2) weeks notice to the Hospital.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The regular hours of work for full-time employees shall be seven and one-half (7-1/2) hours per shift exclusive of one-half (1/2) hour unpaid meal period which shall be uninterrupted except in cases of emergency.
- (b) The regular work week for all full-time employees shall average thirty-seven and one-half (37-1/2) hours per week as scheduled by the Hospital. The Hospital undertakes to use its best efforts consistent with proper management of the Hospital to ensure that days off are taken consecutively.
- (c) The changing of Daylight Saving Time to Eastern Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily rates during the week in which such change takes place.

16.02 Rest Periods

- (a) The Hospital will schedule one fifteen (15) minute rest period in each full half-scheduled shift.

- (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 be 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.

16.04 Weekends Off

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1-1/2) unless the Hospital, notwithstanding its best efforts was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee, or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

16.05

Scheduling

- (a) It is not necessary for the Hospital to post work schedules for employees that work regularly specified hours of day and days of the week. This pertains to Maintenance, Physiotherapy, Occupational Therapy Departments, plus the Stores Clerk and Seamstress positions.
- (b) Shift schedules shall be posted at least two (2) weeks in advance of their taking effect. Subject to the Hospital's approval, employees within the same classification may be allowed to trade days off, providing that such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the employees involved with the change. The Hospital will not be responsible for or liable for overtime rate claims nor any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.
- (c) Absences due to paid Statutory Holidays or Vacation Days, if known in advance of posting the schedule, will be posted on the schedule.
- (d) The Hospital will endeavour to provide the Union with four (4) weeks' notice before effecting any changes to the Master Schedule of any department,
- (e) The work schedules, as posted, shall not be construed as a guarantee of a specific number of hours of work per day or of days of work per week.
- (f) Employees will not be required to work more than seven (7) consecutive days without a day off except in emergency situations.
- (g) The Hospital will endeavour not to schedule split days off.
- (h) The Hospital will endeavour to maintain the bi-weekly schedules once they are posted. Should it be necessary to make adjustments, the mutual agreement between the Hospital and the employee(s) involved will be sought, If agreement is not attained, the Hospital will try to resolve the problem but may, out of necessity, make a schedule change.
- (i) An afternoon or a night shift, shall be any shift which commences or ends between 2200 hours and 0200 hours.

16.06 Late Reporting

An employee who reports late for work shall suffer no loss of pay if the lateness is less than five (5) minutes. If the lateness is five (5) minutes or more, his pay shall not commence until the quarter hour period immediately following the time he reports for work.

16.07 Where call-in is requested within one-half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift has been worked, provided the employee completes the shift for which call-in was made.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

- (a) Authorized work performed by employees in excess of seven and one-half (7-1/2) hours per day, exclusive of the meal period, shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call-back shall not be considered as hours worked for the purpose of this Article.
- (d) Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

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 \$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) hours 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 retroactive to October 11, 1987 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 an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime -- Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1-1/2), then time off shall be at one and one-half (1-1/2) times). Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) 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 Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the 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 an employee shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

- (a) When an employee, on his meal time, is required to return to work, the Hospital agrees that it will continue its past practice and grant another meal time with a paid meal.
- (b) When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

- (c) Ambulance Attendants and Orderlies who are interrupted during their meal period to respond to an Ambulance Call or an Emergency Call will be paid for the complete one-half (1/2) hour meal period at time and one-half (1 - 1/2) of their regular hourly rate.
- (d) Ambulance Attendants and Orderlies intending to leave the premises during the assigned meal period must notify their immediate supervisor at least one-half (1/2) hour prior to the assigned meal break of their intention of leaving the premises. Orderlies are required to remove their uniforms prior to leaving the premises.
- (e) Employees will continue the past practice of completing their assigned task before taking their one-half (1/2) hour meal period.

18.02 Uniform Allowance

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

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift)

or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be-taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

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

19.02 Protective Clothing

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

Effective September 1, 1988 and on that date for each subsequent year the Hospital will provide \$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.

19.03 Where Maintenance Department employees do not possess two uniforms, a second uniform will be provided. New employees hired after this date will be issued two uniforms on employment. Future replacement will be based on requirements.

19.04 The Employer will supply hair nets where required for Dietary staff.

ARTICLE 20 - PAID HOLIDAYS

20.01 For the purpose of this Agreement, the following shall be recognized as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	February Day (second
Civic Holiday	Monday of Month)

In addition, an employee will be granted one (1) additional day annually in conjunction with his birthday. This day, which is a non premium day is to be taken within three hundred and sixty-five (365) days following the employee's birthday. Consideration will be given to the wishes of the employee but the Employer's decision will govern.

It is understood and agreed that in the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the February Day listed above.

20.02 In order to qualify for holiday pay, an employee must have a minimum of one (1) month's continuous service and have worked his full regularly scheduled shift immediately preceding and his 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, commencing not more than five (5) full working days prior to the holiday, 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 illness.

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

20.04 An employee required to work on any of the foregoing holidays shall be paid time and one-half (1-1/2) 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 at the rate of time and one-half (1-1/2) for the time worked and a paid day off in lieu thereof.

Such lieu day shall be taken at a time arranged with her supervisor within thirty (30) days of the holiday or at a date mutually agreed to by the employee and supervisor. The Hospital will endeavour to confirm such day as soon as possible. Failure to report to work assigned on such holiday shall disqualify an employee for holiday pay.

20.05 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.

20.06 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 (2-1/2) times 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:

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

An employee who has completed one (1) year but less than two (2) years of continuous service as of April 30th shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of April 30th 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 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 shall be entitled to five (5) weeks annual vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of April 30th shall be entitled to six (6) weeks annual vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

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

21.03 Vacations earned during the period May 1st of the preceding year to April 30th of the current year will be taken in the current vacation year.

21.04 Vacation pay will be paid in advance of commencement of vacation provided the employee applies in writing at least two (2) weeks prior to commencement of vacation.

21.05 Scheduling of Vacations

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

(b) Vacation lists shall be posted on February 1st of each year. Each employee shall indicate his preference for vacation period(s) on or before March 31st of each year. The lists shall be finalized, authorized and re-posted by April 30th of the same year. Where a dispute arises as between employees requesting the same vacation times and such request cannot be accommodated by the Hospital, then seniority shall apply. If no vacation preference is submitted by

an employee by March 31st of each year, it shall be allotted by the Department Head on the basis of departmental convenience only.

21.06 Vacations may not be accumulated from one vacation 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 enrollment requirements.

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

Existing 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 or such other group life insurance plan currently in effect.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or

comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

(e) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these 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 provided that the benefits provided thereby are substantially the same.

22.03 Pension

The Employer undertakes to contribute to the Hospitals of Ontario Pension Plan on such basis as may be determined from time to time by the Plan.

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

22.04 Surplus Credits or Refunds

The parties agree that any and all divisible surplus or excess credits or refunds, or reimbursements under whatever name, that may arise during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of the Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary, and particularly but without

limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits. It is agreed however that in the case of an accident which will be compensated by the Workers' Compensation Board, the Hospital will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

- (a) 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.
- (b) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- (c) Effective (insert date) 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 pay-out 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 supplement payment for sick leave days under the new program or paragraph (e) below which would otherwise be at less than full wages.

- (d) 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.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (g) 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.

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

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved,

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

24.03 In order to qualify for sick leave, an employee must notify his supervisor or his designate as soon as possible and at least two (2) hours prior to the beginning of **all shifts the employee is scheduled to work**. The Employer reserves the right to require proof of illness by medical certificate or other such form of proof as the Employer may require before sick leave is granted.

24.04 In returning to work following an illness, the employee must notify his supervisor as soon as possible of his intention to return in order that arrangements made with relief staff to work the employee's shift may be cancelled. If insufficient notice is given, the relieving employee shall work the day in question, the employee shall be sent home for the day without pay and the provisions of 17.03 shall not apply.

24.05 **Pay for Medical Certificates**

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

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 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half (1/2) of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of 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 permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

- (a) All changes in salary, whether the result of promotion, demotion or movement along the salary scale, shall become effective at the start of the first pay period next following such occurrence.
- (b) The Housekeeping Attendant 1 will receive additional compensation of thirty cents (30¢) per hour while portering patients.

ARTICLE 26 - RELATIONSHIP

- 26.01 (a) 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.

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

ARTICLE 27 - BULLETIN BOARD

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

ARTICLE 28 - PRINTING OF AGREEMENT

- 28.01 Each of the parties to this Agreement shall share the cost of printing this Agreement equally between them, and the contract shall be printed in pocket size form.

ARTICLE 29 - JOB DESCRIPTIONS

- 29.01 Before making changes to Job Descriptions, employee input will be requested.

ARTICLE 30 - NOTIFICATION OF CHANGE OF ADDRESS

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

ARTICLE 31 - DURATION

- 31.01 Renewal

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6)

calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

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

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1965, as amended.

31.02 Term

This Agreement shall become effective on the 11th day of October, 1993 and shall continue in effect until October 10, 1995, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 18 day of *June*, 200*8*.

FOR THE UNION,

[Signature]
[Signature]
M. Fournier
B. Potvin

FOR THE HOSPITAL

[Signature]
[Signature]

Wage implementation Note

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

SCHEDULE "A"

WAGES - LICO EMPLOYEES

Effective October II, 1993

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
R.P.N.	15.87 (2,578.88)	15.99 (2,598.38)	16.18 (2,629.25)	
R.P.N. (O.R.)	16.00 (2,600.00)	16.15 (2,624.38)	16.29 (2,647.13)	
Non-R.P.N.	14.01 (2,276.63)	14.16 (2,301 .00)	14.28 (2,320.50)	14.44 (2,346.50)
Orderly	14.49 (2,354.63)	14.66 (2,382.25)	14.78 (2,401.75)	14.96 (2,431.00)
Orderly with EMCA .15¢ added on to orderly rate)	14.65 (2,380.63)	14.81 (2,406.63)	14.93 (2,426.13)	15.11 (2,455.38)
EMCA/Ambulance	17.54 (2,850.25)	17.88 (2,905.50)	18.19 (2,955.88)	18.50 (3,006.25)
Food Service Aides, Hskg. Att. I	13.80 (2,242.50)	13.94 (2,265.25)	14.10 (2,291.25)	
Hskg. Att. II	14.01 (2,276.63)	14.15 (2,299.38)	14.32 (2,327.00)	

SCHEDULE "A" - LICO cont'd - October II, 1993

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
Chef	14.79 (2,403.38)	15.22 (2,473.25)	15.62 (2,538.25)	
Cook	13.83 (2,247.38)	14.31 (2,325.38)	14.59 (2,370.88)	
Asst. Cook	13.46 (2,187.25)	13.94 (2,265.25)	14.24 (2,314.00)	
Seamstress	13.25 (2,153.13)	13.41 (2,179.13)	13.56 (2,203.50)	
Physio Assistant, O.T. Assistant	14.13 (2,296.13)	14.29 (2,322.13)	14.44 (2,346.50)	
Stores Clerk	13.97 (2,270.13)	14.19 (2,305.88)	14.44 (2,364.50)	
Materiel Processing Tech	14.02 (2,278.25)	14.16 (2,301.00)	14.32 (2,327.00)	
Handyman	14.88 (2,418.00)	15.17 (2,465.13)	15.44 (2,509.00)	
Carpenter (effective Apr. 1/93)	17.45 (2,835.63)	18.15 (2,949.38)		
Engineer	17.59 (2,858.38)	18.27 (2,968.88)		

SCHEDULE "A"

WAGES - LICO EMPLOYEES

Effective October 11, 1994

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
R.P.N.	16.03 (2,604.88)	16.15 (2,624.38)	16.34 (2,655.25)	
R.P.N. (O.R.)	16.16 (2,626.00)	16.31 (2,650.38)	16.45 (2,673.13)	
Non-R.P.N.	14.15 (2,299.38)	14.30 (2,323.75)	14.42 (2,343.25)	14.58 (2,369.25)
Orderly	14.63 (2,377.38)	14.81 (2,406.63)	14.93 (2,426.13)	15.11 (2,455.38)
Orderly with EMCA .15¢ added on to orderly rate)	14.80 (2,405.00)	14.96 (2,431 .00)	15.08 (2,450.50)	15.26 (2,479.75)
EMCA/Ambulance	17.72 (2,879.50)	18.06 (2,934.75)	18.37 (2,985.13)	18.69 (3,037.13)
Food Service Aides, Hskg. Att. I	13.94 (2,265.25)	14.08 (2,288.00)	14.24 (2,314.00)	
Hskg. Att. II	14.15 (2,299.38)	14.29 (2,322.13)	14.46 (2,349.75)	

SCHEDULE "A" - LICO cont'd - October II, 1994

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
Chef	14.94 (2,427.75)	15.37 (2,497.63)	15.78 (2,564.25)	
Cook	13.97 (2,270.13)	14.45 (2,348.13)	14.74 (2,395.25)	
Asst. Cook	13.59 (2,208.38)	14.08 (2,288.00)	14.38 (2,336.75)	
Seamstress	13.38 (2,174.25)	13.54 (2,200.25)	13.70 (2,226.25)	
Physio Assistant, O.T. Assistant	14.27 (2,318.88)	14.43 (2,344.88)	14.58 (2,369.25)	
Stores Clerk	14.11 (2,292.88)	14.33 (2,328.63)	14.58 (2,369.25)	
Materiel Processing Tech	14.16 (2,301.00)	14.30 (2,323.75)	14.46 (2,349.75)	
Handyman	15.03 (2,442.38)	15.32 (2,489.50)	15.59 (2,533.38)	
Carpenter	17.62 (2,863.25)	18.33 (2,978.63)		
Engineer	17.77 (2,887.63)	18.45 (2,998.13))		

SCHEDULE "B"

WAGES - Non-LICO EMPLOYEES

These wages apply only to "NON-LICO" employees as defined by the Social Contract Act

Effective October 11, 1993

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
R.P.N.	15.71 (2,552.88)	15.83 (2,572.38)	16.02 (2,603.25)	
R.P.N. (O.R.)	15.84 (2,574.00)	15.99 (2,598.38)	16.13 (2,621.13)	
Non-R.P.N.	13.87 (2,253.88)	14.02 (2,278.25)	14.14 (2,297.75)	14.30 (2,323.75)
Orderly	14.34 (2,331.87)	14.51 (2,357.88)	14.63 (2,377.38)	14.81 (2,406.63)
Orderly with EMCA .15¢ added on to orderly rate)	14.50 (2,356.25)	14.66 (2,382.25)	14.76 (2,401.75)	14.96 (2,431.00)
EMCA/Ambulance	17.37 (2,822.63)	17.70 (2,876.25)	18.01 (2,926.63)	18.32 (2,977.00)
Food Service Aides, Hskg. Att. I	13.66 (2,219.75)	13.80 (2,242.50)	13.96 (2,268.50)	
Hskg. Att. II	13.87 (2,253.88)	14.01 (2,276.63)	14.18 (2,304.25)	

SCHEDULE "B" - Non-LICO cont'd - October 11, 1993

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
Chef	14.64 (2,379.00)	15.07 (2,448.88)	15.47 (2,513.88)	
Cook	13.69 (2,224.63)	14.17 (2,302.63)	14.45 (2,348.13)	
Asst. Cook	13.33 (2,166.13)	13.80 (2,242.50)	14.10 (2,291.25)	
Seamstress	13.12 (2,132.00)	13.28 (2,158.00)	13.43 (2,182.38)	
Physio Assistant, O.T. Assistant	13.99 (2,273.38)	14.15 (2,299.38)	14.30 (2,323.75)	
Stores Clerk	13.83 (2,247.38)	14.05 (2,283.13)	14.30 (2,323.75)	
C.S.R. Aide	13.88 (2,255.50)	14.02 (2,278.25)	14.18 (2,304.25)	
Handyman	14.73 (2,393.63)	15.02 (2,440.75)	15.29 (2,484.63)	
Carpenter	17.28 (2,808.00)	17.97 (2,920.13)		
Engineer	17.42 (2,830.75)	18.09 (2,939.63)		

SCHEDULE "B"

WAGES - Non-LICO EMPLOYEES

**These wages apply only to "NON-LICO" employees as defined by
the Social Contract Act**

Effective October 11 1994

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
R.P.N.	15.71 (2,552.88)	15.83 (2,572.38)	16.02 (2,603.25)	
R.P.N. (O.R.)	15.84 (2,574.00)	15.99 (2,598.38)	16.13 (2,621.13)	
Non-R.P.N.	13.87 (2,253.88)	14.02 (2,278.25)	14.14 (2,297.75)	14.30 (2,323.75)
Orderly	14.35 (2,331.87)	14.51 (2,357.88)	14.63 (2,377.38)	14.81 (2,406.63)
Orderly with EMCA .15¢ added on to orderly rate)	14.50 (2,356.25)	14.66 (2,382.25)	14.78 (2,401.75)	14.96 (2,431.00)
EMCA/Ambulance	17.37 (2,822.63)	17.70 (2,876.25)	18.01 (2,926.63)	18.32 (2,977.00)
Food Service Aides, Hskg. Att. I	13.66 (2,219.75)	13.80 (2,242.50)	13.96 (2,268.50)	
Hskg. Att. II	13.87 (2,253.88)	14.01 (2,276.63)	14.18 (2,304.25)	

SCHEDULE "B" - Non-LICO cont'd - October II, 1994

Classification (FT/PT)	Start	1 Year 1725 Hrs.	2 Years 3450 Hrs.	3 Years 5175 Hrs.
Chef	14.64 (2,379.00)	15.07 (2,448.88)	15.47 (2,513.88)	
Cook	13.69 (2,224.63)	14.17 (2,302.63)	14.45 (2,348.13)	
Asst. Cook	13.33 (2,166.13)	13.80 (2,242.50)	14.10 (2,291.25)	
Seamstress	13.12 (2,132.00)	13.28 (2,158.00)	13.43 (2,182.38)	
Physio Assistant, O.T. Assistant	13.99 (2,273.38)	14.15 (2,299.38)	14.30 (2,323.75)	
Stores Clerk	13.83 (2,247.38)	14.05 (2,283.13)	14.30 (2,323.75)	
Materiel Processing Technician	13.88 (2,255.50)	14.02 (2,278.25)	14.18 (2,304.25)	
Handyman	14.73 (2,393.63)	15.02 (2,440.75)	15.29 (2,484.63)	
Carpenter	17.28 (2,808.00)	17.97 (2,920.13)		
Engineer	17.42 (2,830.75)	18.09 (2,939.63)		

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.

Signed at Kapuskasing this 18 day of June, 2009.

FOR THE UNION

Angela Smith
M. Faurner
B. Petru

FOR THE HOSPITAL

[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

RE: AMBULANCE SERVICE UNIFORMS

The Union agrees to maintain the past practice as it relates to Ambulance Service Uniforms.

Signed at Kapuskasing this *18* day of *June*, 200*8*.

FOR THE UNION

Suzanne Lavell
M. Fournier

FOR THE HOSPITAL

[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

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 on May 2, 1989.
- 3. Hospitals who were 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 Kapuskasing this 18 day of June, 2006.

FOR THE UNION

Suzanne Lavelle
M. Faucher
B. Potvin

FOR THE HOSPITAL

[Signature]
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
SENSENBRENNER HOSPITAL
(hereinafter referred to as "Hospital")

and

S.E.I.U. LOCAL 478
(hereinafter referred to as "Union")

RE: AMBULANCE SERVICE EXTENDED TOURS - ORDERLIES ONLY

As a result of discussions between the Union and management representatives, the following conditions will apply to employees working extended tours:

The Union and the Hospital are in agreement with the appended master work schedule and it is the intent of both parties that employees who work an extended tour schedule receive no greater or lesser benefits than employees who work a regular 7.5 hour shift. It is agreed by the parties that 12 hour extended tours be introduced as part of a master schedule of working hours for the Orderlies of the Ambulance Service and the resultant impact of extended hours in the Collective Agreement will be noted and agreed as follows with all other articles of the Collective Agreement applicable except as noted below:

1. **ARTICLE 16 - HOURS OF WORK**

16.01 a) The normal extended tour shall be 12 consecutive hours in any 24 hour period inclusive of unpaid 45 minute meal period.

ARTICLE 16.02 - REST PERIODS

16.02 a) Orderlies shall also be entitled subject to the exigencies of patient care, to relief period of a total of 45 minutes during the extended tour.

2. **ARTICLE 17 - PREMIUM PAYMENT**

17.02 Definition of Overtime (overtime premium)

a) For employees working an extended tour, overtime shall be paid for authorized work performed in excess of the 12 hour shift.

3. ARTICLE 20 - PAID HOLIDAYS

20.01 The paid holidays as designated in the Collective Agreement will be paid out at 7.5 hours straight time.

20.03 Lieu days off will be on the basis of 7.5 hours.

Holiday pay will be based on 7.5 hours.

20.04 A tour that begins during the 24 hour period of a paid holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

4. ARTICLE 21 - VACATION

Vacation shall be calculated in hours based on:

Two (2) weeks equals 75 hours.

Three (3) weeks equals 112.5 hours.

Four (4) weeks equals 150 hours.

Five (5) weeks equals 187.5 hours.

Six (6) weeks equals 225 hours.

5. ARTICLE 24 - SICK LEAVE

Employees shall receive payment for the number of hours of absence according to the scheduled tour to a maximum of 562.5 hours.

6. ARTICLE 15 - LEAVE OF ABSENCE

15.01 Bereavement Leave

An employee will be allowed up to 22.5 consecutive scheduled working hours off without loss of their basic straight time hourly rate of pay to enable them to make arrangements for and/or attend the funeral of one of their immediate family as defined in the Collective Agreement.

TERMS OF LETTER OF UNDERSTANDING:

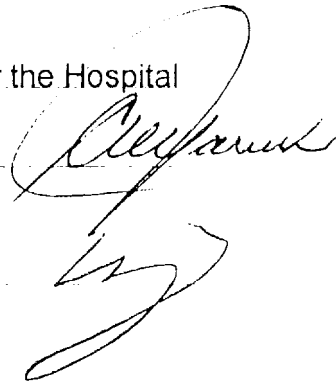
This Letter of Understanding will be effective March 29, 1993 and will have a term coincident with the term of the Collective Agreement with either party having the right to

discontinue the terms of this letter of understanding upon sixty (60) days written notice to the other party.

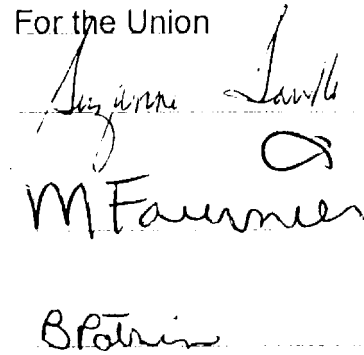
It is understood that there shall be no additional cost factor to the Hospital by implementation of extended tours.

The parties hereby agree to the above Letter of Understanding.

For the Hospital

A handwritten signature in cursive script, appearing to read "C. [unclear]", written over a horizontal line.

For the Union

Two handwritten signatures in cursive script. The first signature is "Angela Lamb" and the second is "M. Faucher", both written over horizontal lines. Below them is another signature "B. Patin" also over a horizontal line.

